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TITLE 5—ADMINISTRATIVE PERSONNEL

Chapter I—Civil Service Commission

PART 24—FORMAL EDUCATION REQUIREMENTS FOR APPOINTMENT TO CERTAIN SCIENTIFIC, TECHNICAL, AND PROFESSIONAL POSITIONS

FORESTER, RESEARCH FORESTER, AND FORESTER (RANGE MANAGEMENT)

Section 24.19 is amended to read as follows:

§ 24.19 *Forester GS-460-5; Research Forester GS-461-5, and Forester (Range Management) GS-460-5—(a) Educational requirement.* (1) Applicants for the Forester and Research Forester options must have successfully completed one of the following:

(i) A full 4-year course in an accredited college or university leading to a bachelor's degree in forestry, science, wildlife management, or range management which has included the following courses:

One course in each of the following groups: Dendrology or taxonomic botany; forest ecology, silvics, or plant physiology; range management or wildlife management; soil science, forest soils, or geology; two courses in each of the following groups: Forest economics, forest finance, forest valuation, forest history, policy or law; plane surveying and mapping, topographic surveying and mapping, or forest improvements; three courses in each of the following groups: Forest entomology, forest pathology, or forest fire protection; wood technology and forest utilization (courses such as logging, forest products, pulp and paper, milling, and wood preservation will also be accepted as courses in wood technology and forest utilization; however, not more than one course in chemical wood utilization or wood preservation will be accepted); five courses in any combination of the following: Forest mensuration, silviculture, forest planting, or forest management. A bachelor's degree in forestry from an accredited college or university will be accepted as meeting the educational requirements for this position.

(ii) Courses in forestry as listed in subdivision (i) of this subparagraph, in an accredited college or university, consisting of lectures, recitations, and laboratory work; plus additional appropriate experience and education which, when combined with the courses in forestry as listed in subdivision (i) of this subparagraph, will total four years of education and experience and give the applicant a technical knowledge comparable to that which would have been acquired through successful completion of a 4-year college course.

NOTE: For those Research Forester positions involving highly technical research, design, development, or similar functions, certification may be restricted to those eligibles who show the successful completion of a full college course in the appropriate field.

(2) Applicants for the Forester (Range Management) option must have successfully completed one of the following:

(i) A full 4-year course, in an accredited college or university, leading to a bachelor's degree, with major work in forestry, including 9 semester hours in range management, 6 semester hours in a combination of plant ecology (excluding silviculture or silvics) and taxonomic botany, and 5 semester hours in any combination of animal husbandry, agronomy, soils, pasture management, or wildlife management.

(ii) Courses in an accredited college or university consisting of lectures, recitations, and laboratory work totaling 30 semester hours in basic forestry subjects and 9 semester hours in range management, 6 semester hours in a combination of plant ecology (excluding silviculture or silvics) and taxonomic botany, and 5 semester hours in any combination of animal husbandry, agronomy, soils, pasture management, or wildlife management; plus additional appropriate experience or education which, when combined with these courses, will total 4 years of education and experience and give the applicant a technical knowledge comparable to that which would have been acquired through successful completion of a 4-year college course.

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(b) *Duties.* (1) Foresters assist in designating and scaling timber for sale; nursery and planting projects; fire, insect and disease protection; silvicultural treatment; forest recreation administration; wildlife management; range management; ranger district administration; cruising and mapping timberland; construction of roads and trails, and other engineering work.

(2) Research Foresters assist in research work involving installing and measuring sample plots for experiments in forest management, forest influences, range management, etc., identifying and marking trees; measuring tree heights and diameters; prevention and control of fires; surveying and recording data on fire danger; inspecting for compliance with terms of sales made on experimental areas; collecting data on markets, prices, and logging and manufacturing costs, and other forestry research work.

(3) Foresters (Range Management) assist in the management, protection, and utilization of forest range lands for the continuous production of forage for livestock and big game feeding, when coordination with the management of other forest resources such as timber, water, recreation, and wildlife requires a combination of knowledge and abilities in both forestry and range management.

In the performance of the above duties for all three positions, incumbents may be required to operate a motor vehicle during and after daylight hours.

(c) *Knowledge and training requisite for performance of duties.* The Forest Service carries on specialized technical research for the whole field of forestry and range management, not only on the national forests but also on land administered by other government agencies and on private land under a large and diversified ownership. The professional forester, therefore, must be trained to perform skilled duties of a professional and scientific nature in managing and caring for forest areas. He must be able to diagnose and prescribe for the numerous diseases peculiar to forest trees, and to identify and eradicate the various insect pests, rodents, etc., in his area. Forest fires are such a universal threat to the forests of the country that special training in the principles governing their inception, spread, detection, and control is essential to professional status as a forester. Inasmuch as the national forests are valuable as grazing areas for livestock, and are also the home of vast numbers of wild game, the forester is concerned in the application of a number of separate but related sciences in the physical, biologic, and economic fields. Forest and range management embraces a body of scientific principles regarding plants and animals, and the factors influencing their existence, growth, and production. Therefore, knowledge requisite for the successful performance of the duties of the position include a thorough knowledge of the supporting sciences upon which forestry is based, as well as intensive training in

forestry itself. This knowledge cannot be obtained by the individual alone but must be obtained through supervised progressive courses, taught by well trained teaching staffs.

(Sec. 11, 58 Stat. 390; 5 U. S. C. 809)

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] Wm. C. HULL,
Executive Assistant.

[F. R. Doc. 53-7438; Filed, Aug. 21, 1953; 8:51 a. m.]

Chapter III—Foreign and Territorial Compensation

o Subchapter B—The Secretary of State
[Dept. Reg. 103.101]

PART 325—ADDITIONAL COMPENSATION IN FOREIGN AREAS

DESIGNATION OF DIFFERENTIAL POSTS

Section 325.11 *Designation of differential posts* is amended as follows, effective on the date indicated:

1. Effective as of the beginning of the first pay period following August 29, 1953, paragraph (d) is amended by the deletion of the following posts:

Japan, all posts on Honchu, Shikoku, Kyushu, and Hokkaido.

(Sec. 102, Part I, E. O. 10000, Sept. 16, 1943, 13 F. R. 5453; 3 CFR, 1948 Supp.)

For the Secretary of State.

DONOLD B. LOURIE,
Under Secretary for Administration.

AUGUST 11, 1953.

[F. R. Doc. 53-7435; Filed, Aug. 21, 1953; 8:51 a. m.]

TITLE 6—AGRICULTURAL CREDIT

Chapter IV—Production and Marketing Administration and Commodity Credit Corporation, Department of Agriculture

Subchapter C—Loans, Purchases, and Other Operations

[1953 C. C. C. Grain Price Support Bulletin 1, Supp. 1, Amdt. 1, Soybeans]

PART 601—GRAINS AND RELATED COMMODITIES

SUBPART—1953 CROP SOYBEAN LOAN AND PURCHASE AGREEMENT PROGRAM SETTLEMENT

The regulations issued by the Commodity Credit Corporation, (18 F. R. 4367) containing the specific regulations for the 1953-crop soybean price support program are hereby amended as follows:

Section 601.285 (a) (2) is amended by deleting the period at the end thereof, inserting a colon and adding: "Provided, however That if such soybeans are sold by CCC in order to determine the market price the settlement value shall not be less than such sales price."

(Sec. 4, 62 Stat. 1070, as amended; 15 U. S. C. 714b. Interprets or applies sec. 6, 62 Stat.

1072; secs. 301, 401, 63 Stat. 1033; 15 U. S. C. Supp. 714c, 7 U. S. C. Supp. 1447, 1421)

Issued this 18th day of August 1953.

[SEAL] HOWARD H. GORDON,
Executive Vice President,
Commodity Credit Corporation.

Approved:

JOHN H. DAVIS,
President,
Commodity Credit Corporation.

[F. R. Doc. 53-7440; Filed, Aug. 21, 1953; 8:52 a. m.]

TITLE 7—AGRICULTURE

Chapter IX—Production and Marketing Administration (Marketing Agreements and Orders), Department of Agriculture

[Lemon Reg. 499]

PART 953—LEMONS GROWN IN CALIFORNIA AND ARIZONA

LIMITATION OF SHIPMENTS

§ 953.603 *Lemon Regulation 499—(a) Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 53, as amended (7 CFR Part 953) regulating the handling of lemons grown in the State of California or in the State of Arizona, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U. S. C. 601 et seq.) and upon the basis of the recommendation and information submitted by the Lemon Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of the quantity of such lemons which may be handled, as provided in this section, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication thereof in the FEDERAL REGISTER (60 Stat. 237; 5 U. S. C. 1001 et seq.) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions of this section effective as hereinafter set forth. Shipments of lemons, grown in the State of California or in the State of Arizona, are currently subject to regulation pursuant to said amended marketing agreement and order; the recommendation and supporting information for regulation during the period specified in this section was promptly submitted to the Department after an open meeting of the Lemon Administrative Committee on August 19, 1953, such meeting was held, after giving due notice thereof to con-

RULES AND REGULATIONS

sider recommendations for regulation, and interested persons were afforded an opportunity to submit their views at this meeting; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such lemons; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period hereinafter specified; and compliance with this section will not require any special preparation on the part of persons subject thereto which cannot be completed by the effective time thereof.

(b) *Order* (1) The quantity of lemons grown in the State of California or in the State of Arizona which may be handled during the period beginning at 12:01 a. m., P. s. t., August 23, 1953, and ending at 12:01 a. m., P. s. t., August 30, 1953, is hereby fixed as follows:

(i) District 1: Unlimited movement;

(ii) District 2: 200 carloads;

(iii) District 3: Unlimited movement.

(2) The prorate base of each handler who has made application therefor, as provided in the said amended marketing agreement and order, is hereby fixed in accordance with the prorate base schedule which is attached hereto and made a part hereof by this reference.

(3) As used in this section, "handled," "handler," "carloads," "prorate base," "District 1," "District 2" and "District 3," shall have the same meaning as when used in the said amended marketing agreement and order.

(Sec. 5, 49 Stat. 753, as amended; 7 U. S. C. and Sup. 608e)

Done at Washington, D. C., this 20th day of August 1953.

[SEAL] S. R. SMITH,
*Director Fruit and Vegetable
Branch, Production and Mar-
keting Administration.*

PRORATE BASE SCHEDULE

DISTRICT NO. 2

[Storage date: August 16, 1953]

Regulation Period No. 499

Handler	Prorate base (percent)
Total	100.000
American Fruit Growers, Inc., Corona	.337
American Fruit Growers, Inc., Ful- lerton	.514
American Fruit Growers, Inc., Up- land	.186
Consolidated Lemon Co.	1.071
Ventura Coastal Lemon Co.	1.233
Ventura Pacific Co.	2.535
Chula Vista Mutual Lemon Asso- ciation	.658
Index Mutual Association	.376
La Verne Cooperative Citrus Asso- ciation	2.684
Ventura County Orange & Lemon Association	2.821
Glendora Lemon Growers Associa- tion	1.599
La Verne Lemon Association	.749
La Habra Citrus Association	.891
Yorba Linda Citrus Association	.864
Escondido Lemon Association	2.630
Cucamonga Mesa Growers	1.143
Etiwanda Citrus Fruit Association	.285

PRORATE BASE SCHEDULE—Continued

DISTRICT NO. 2—continued

Regulation Period No. 499—Continued

Handler	Prorate base (percent)
San Dimas Lemon Association	1.256
Upland Lemon Growers Association	6.583
Central Lemon Association	1.036
Irvine Citrus Association	1.006
Placentia Mutual Orange Associa- tion	.421
Corona Citrus Association	.216
Corona Foothill Lemon Co.	2.491
Jameson Co.	.822
Arlington Heights Citrus Co.	.635
College Heights Orange & Lemon Association	4.006
Chula Vista Citrus Association, The	1.045
Escondido Cooperative Citrus Asso- ciation	.148
Fallbrook Citrus Association	1.429
Lemon Grove Citrus Association	.308
Carpinteria Lemon Association	2.375
Carpinteria Mutual Citrus Associa- tion	2.697
Goleta Lemon Association	5.049
Johnston Fruit Co.	5.929
North Whittier Heights Citrus As- sociation	.582
San Fernando Heights Lemon Asso- ciation	.495
Sierra Madre-Lamanda Citrus As- sociation	.324
Briggs Lemon Association	3.046
Culbertson Lemon Association	1.270
Fillmore Lemon Association	1.121
Oxnard Citrus Association	4.924
Rancho Sespe	1.156
Santa Clara Lemon Association	4.167
Santa Paula Citrus Fruit Associa- tion	4.513
Saticoy Lemon Association	4.114
Seaboard Lemon Association	4.079
Somis Lemon Association	3.893
Ventura Citrus Association	1.529
Ventura County Citrus Association	.449
Limoneira Company	2.990
Teague-McKevett Association	.982
East Whittier Citrus Association	.382
Murphy Ranch Co.	1.294
Dunning, Vera Hueck	.006
Far West Produce Distributors	.018
Huarte, Joseph D.	.000
Paramount Citrus Association, Inc.	.496
Santa Rosa Lemon Co.	.142

[F. R. Doc. 53-7463; Filed, Aug. 21, 1953;
8:56 a. m.]

Chapter XI—Agricultural Conserva-
tion Program, Department of Agri-
culture

[1061 (Special Program 53)—1, Supp. 3]

PART 1107—FARM LAND RESTORATION
SUBPART—1953

APPLICABILITY

Pursuant to the authority vested in the Secretary of Agriculture under sections 7-17 of the Soil Conservation and Domestic Allotment Act, as amended, and Public Law 371, 82d Congress, the 1953 Farm Land Restoration Program, issued June 6, 1952 (17 F. R. 5306) as amended January 30, 1953 (18 F. R. 711) and July 25, 1953 (18 F. R. 4453) is further amended as follows:

Section 1107.253 (a) is amended by re-
vising the counties designated for Mon-
tana to read as follows:

Montana. Blaine, Cascade, Chouteau, Fer-
gus, Hill, Judith Basin, Lewis and Clark,
Phillips, Pondera, Teton, Toole, Valley.

(Sec. 4, 49 Stat. 164; 16 U. S. C. 590d. Inter-
prets or applies secs. 7-17, 49 Stat. 1148, as
amended; 16 U. S. C. 590g-590q; Pub. Law
371, 82d Cong.)

Done at Washington, D. C., this 18th
day of August 1953.

[SEAL] E. T. BENSON,
Secretary of Agriculture.

[F. R. Doc. 53-7439; Filed, Aug. 21, 1953;
8:52 a. m.]

TITLE 8—ALIENS AND
NATIONALITYChapter I—Immigration and Natural-
ization Service, Department of
Justice

Subchapter A—General Provisions

PART 9—AUTHORITY OF COMMISSIONER AND
ASSISTANT COMMISSIONERS

Subchapter B—Immigration Regulations

PART 450—FORMS

Correction

In Federal Register Document 53-7240,
appearing at page 4925 of the issue for
Wednesday August 19, 1953, the follow-
ing changes should be made:

1. In the amendment to § 9.2 reference
to paragraph (v) should read "(u)" and
paragraph (v-1) should be designated
"(u-1)"

2. In the list of forms to be deleted
from § 450.1, the first form listed should
read: "I-94D-D Examination Record
(C. O. Statistics)"

TITLE 17—COMMODITY AND
SECURITIES EXCHANGESChapter II—Securities and Exchange
CommissionPART 240—GENERAL RULES AND REGULA-
TIONS UNDER THE SECURITIES EXCHANGE
ACT OF 1934CHANGES IN SECURITIES ADMITTED TO
UNLISTED TRADING PRIVILEGES

The Securities and Exchange Commis-
sion today announced the adoption of
an amendment to its § 240.12f-2 (Rule
X-12F-2) under the Securities Exchange
Act of 1934. Under the amendment a
national securities exchange upon which
a security has been admitted to unlisted
trading privileges need no longer notify
the Commission of certain changes with
respect to such security if the security
is also listed and registered on another
national securities exchange.

Paragraph (a) of Rule X-12F-2 pro-
vides that whenever any security ad-
mitted to unlisted trading privileges on
a national securities exchange is changed
in one or more of the following respects
it shall nevertheless be deemed to be the
security previously admitted to unlisted
trading privileges on such exchange: the
title of the security or the name of the
issuer; the maturity interest rate, or
outstanding aggregate principal amount
of an issue of bonds, debentures or notes;
the par value, dividend rate, number of
shares authorized, or the outstanding
number of shares of a stock. Prior to

the amendment the rule required the exchange to notify the Commission whenever any such changes occurred with respect to the security, irrespective of whether the security was listed and registered on another exchange. However, whenever any such change occurs with respect to a security listed and registered on an exchange, the issuer of the security must file reports containing such information; and this information filed by the issuer is in a public file available to investors. Consequently, it was considered to be appropriate to amend Rule X-12F-2 (a) to relieve national securities exchanges upon which the security has been admitted to unlisted trading privileges of the necessity of filing similar information with the Commission. The exchange will still have to notify the Commission of such changes if the security is not listed and registered on any national securities exchange. No changes are made in paragraph (b) of the rule.

Statutory basis. This action is taken pursuant to the Securities Exchange Act of 1934, particularly sections 3 (b) 12 (f) and 23 (a) thereof, the Commission deeming such action necessary in the public interest and for the execution of the functions vested in the Commission under the act. The Commission finds that this amendment is exemptive in nature, that it relieves national securities exchanges of the notification requirement under the conditions stated, and that notice and public procedure under section 4 of the Administrative Procedure Act are unnecessary.

Text of amendment. Paragraph (a) of § 240.12f-2 (Rule X-12F-2) is hereby amended to read as follows:

§ 240.12f-2 *Changes in securities admitted to unlisted trading privileges.* (a) Any security admitted to unlisted trading privileges on a national securities exchange shall be deemed to be the security theretofore admitted to unlisted trading privileges on such exchange although changed in one or more of the following respects:

(1) Title of such security or the name of the issuer;

(2) The maturity, interest rate, and/or outstanding aggregate principal amount of an issue of bonds, debentures or notes;

(3) The par value, dividend rate, number of shares authorized and/or the outstanding number of shares of a stock.

Such exchange shall notify the Commission in writing of any such change promptly after learning thereof, except that such notification need not be filed if such security is also listed and registered on another national securities exchange.

Said amendment shall become effective August 12, 1953.

(Sec. 23, 48 Stat. 901, as amended; 15 U. S. C. 78w. Interprets or applies secs. 3, 12, 48 Stat. 882, 892; 15 U. S. C. 78c, 78l)

By the Commission,

[SEAL] ORVAL L. DuBOIS,
Secretary.

AUGUST 11, 1953.

[F. R. Doc. 53-7419; Filed, Aug. 21, 1953; 8:47 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter IV—Joint Regulations of the Armed Forces

Subchapter A—Armed Services Procurement Regulation

PART 400—GENERAL PROVISIONS

MISCELLANEOUS AMENDMENTS

1. Section 400.201-3 is amended to include, as a "Procuring Activity" under this section, the Armed Services Textile and Apparel Procurement Agency. Section 400.201-4 is amended to include the Chief of Agency Staff of the Armed Services Textile and Apparel Procurement Agency as the "Head of a Procuring Activity." These sections are amended to read as follows:

§ 400.201-3 *Procuring activity.* The term "procuring activity" includes for the Army, the technical services, the continental armies, the National Guard Bureau, the Military District of Washington, and the major overseas commands; for the Navy, each Bureau of the Navy Department, the Office of Naval Research, the Aviation Supply Office, the Military Sea Transportation Service and the United States Marine Corps; for the Air Force, the Air Materiel Command. It also includes the Armed Services Medical Procurement Agency, the Armed Services Petroleum Purchasing Agency, the Armed Services Textile and Apparel Procurement Agency, and any other procuring activity hereafter established. The number and designation of particular procuring activities of any Department may be changed by directive of the Secretary of that Department.

§ 400.201-4 *Head of a procuring activity.* The term "Head of a Procuring Activity" includes for the Army, the chiefs of the technical services, the continental army commanders, the Chief of the National Guard Bureau, the Commanding General of the Military District of Washington, and the commanding generals of the major overseas commands; for the Navy, the Chief of each Bureau, the Chief of Naval Research, the Aviation Supply Officer, the Commander, Military Sea Transportation Service, and the Commandant of the United States Marine Corps; for the Air Force, the Commanding General of the Air Materiel Command. It also includes the Chief of the Armed Services Medical Procurement Agency, the Executive Officer of the Armed Services Petroleum Purchasing Agency, the Chief of the Agency Staff of the Armed Services Textile and Apparel Procurement Agency, and the head of any other procuring activity hereafter established. The number and designation of Heads of Procuring Activities within any Department may be changed by directive of the Secretary of that Department.

2. Subpart F is amended to include uniform policy and procedures with respect to suspension of bidders (see principally § 400.605). Previously, this subpart related only to debarment and ineligibility of bidders. Section 400.603-1 has been expanded to include certain aspects of the administration of current contracts of debarred or ineligible con-

tractors. Amendment to § 400.604-1 clarifies the causes which will justify debarment; as written previously, it was not clear that a Contractor could be debarred for the commission of fraud or other criminal offense during the performance of a contract. Section 400.604-2 relating to the period of debarment has been amended so that it is now necessary to take into consideration a previous period of suspension in determining the period of time during which a Contractor will be debarred. The title and selected sections of this subpart are amended to read as follows: "Subpart F—Debarred, Ineligible, and Suspended Bidders."

§ 400.600 *Scope of subpart.* This subpart prescribes policies and procedures relating to the debarment of bidders for any cause, ineligibility of bidders under section 12 of the Walsh-Healey Public Contracts Act (41 U. S. C. 37a) and the suspension of bidders for alleged fraud or other criminal conduct.

§ 400.601 *Establishment and maintenance of a list of firms or individuals debarred or ineligible.*

§ 400.601-1 *General.* Each Department shall establish and maintain a consolidated list of firms and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited, in accordance with the provisions of this subpart.

§ 400.601-2 *Information contained on list.* The list shall show as a minimum the following information:

(a) The names of those firms or individuals debarred, ineligible, or suspended. Names will be set forth in alphabetical order with appropriate cross reference where more than one name is involved in a single action.

(b) The basis of authority for each action.

(c) The extent of restrictions imposed.

(d) The termination date for each debarred listing.

§ 400.602 *Basis for addition of firms and individuals on list.* * * *

(f) Those which the Secretary of a Department or his authorized representative determines to suspend under the conditions set forth in § 400.605.

§ 400.603 *Treatment to be accorded firms or individuals in debarred or ineligible status.*

§ 400.603-1 *Total restrictions.* (a) Contracts shall not be awarded to, nor shall bids or proposals be solicited from, firms or individuals which are listed on the following bases: (1) Violation of agreements or representations required by the Walsh-Healey Public Contracts Act (see § 400.602 (a)), (2) violation of the Davis-Bacon Act (see § 400.602 (b)) and (3) debarment by the Secretary of the Department considering the proposed procurement (see § 400.602 (c)). However, with respect to subparagraph (3) of this paragraph, when it is determined to be essential in the public interest by the Secretary of a Department, or his authorized representative, an exception may be made with respect to a particular procurement action.

(b) Administration of current contracts in all phases may be continued unless otherwise directed by the Secretary of the Department concerned, or his authorized representative.

(c) Payment of all or part of funds due or to become due may be withheld when such action is determined to be in the best interest of the Government by the Secretary of the Department concerned, or his authorized representative.

(d) In those contracts where the Government has reserved the right of approval of subcontracts, and the name of the proposed subcontractor is carried on a consolidated list, the Contracting Officer should, where appropriate, disapprove an award of a subcontract to such firm or individual.

§ 400.604 *Causes and conditions under which departments may debar contractors.* The Secretary of each Department or his authorized representative is authorized to debar in the public interest a firm or an individual for any of the causes and under all conditions set forth in § 400.604-1.

§ 400.604-1 *Causes for debarment.*

(a) Conviction by or a judgment obtained in a court of competent jurisdiction for (1) commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a contract; (2) violation of the Federal antitrust statutes arising out of the submission of bids or proposals. In the event appeal taken from such conviction or judgment results in reversal, the debarment shall be removed if the bidder so requests. (Note, however, that the foregoing do not necessarily require that the firm or individual be debarred, and that the decision to debar is still within the discretion of the Secretary of the Department concerned. The seriousness of the offense, the civil satisfaction received by or available to the Government, and all mitigating factors should be considered in making the determination to debar.)

(b) Clear and convincing evidence of violation of contract provisions, as set forth subparagraphs (1) to (4) of this paragraph when such violations are of a character regarded by the Secretary of the Department involved, to be so serious as to justify debarment actions:

(1) Wilful failure to deliver in accordance with the specifications or within the times of delivery provided in a contract.

(2) A history of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts: *Provided*, That the previous failure or failures by the Contractor are within a reasonable period of time preceding the determination to debar. Failure to perform caused by acts beyond the control of the Contractor shall not be considered.

(3) Violation of the contractual provision against contingent fees.

(4) Violation of the contractual provision against gratuities, as determined by the Secretary of a Department in accordance with the provisions of the gratuities clause.

(c) Debarment for any of the causes stated in this section by some other military department or executive agency of the Government. Such debarment may be based entirely upon the record of facts obtained by the original debarring agency, or upon a combination of additional facts with the record of facts of the original debarring agency

§ 400.604-2 *Period of debarment.* All debarments shall be for a reasonable, definitely stated period of time, commensurate with the seriousness of the offense. As a general rule, a period of debarment shall not exceed 5 years following the date of conviction for fraud or other criminal offense, or 3 years following the date of debarment for any other cause. In the event debarment is preceded by suspension, consideration will be given to such period of suspension in determining the period of debarment.

§ 400.605 *Suspension of bidders.* Suspension of a contractor or bidder is a drastic action which must be based upon adequate evidence rather than mere accusation. Placing the name of a firm on the consolidated list will be for the purpose of protecting the interest of the Government and not for punishment. The suspension of a bidder is an administrative determination which may be modified when determined to be in the interest of the Government.

§ 400.605-1 *Causes and conditions under which departments may suspend contractors.* (a) The Secretary of a Department or his authorized representative may, in the interest of the Government, suspend a firm or individual suspected of having committed fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a contract.

(b) In the case of suspected fraud or other criminal conduct by Contractors where the procurement is made outside of the United States, its Territories and possessions, such firms or individuals may be suspended by major overseas commanders or their authorized representatives. This paragraph shall be applicable in principle and policy but consideration shall be given to laws or customs of the local foreign government of the country in which procurement is to be effected. Advice of such suspension will be furnished to the local representatives of the other military departments. Information regarding any suspension, or release therefrom, effected

under this paragraph will be furnished to the Secretary of the Department concerned. Major overseas commanders will advise both the Secretary of the Department concerned and the Chief of United States Diplomatic Missions in the country concerned of actions contemplated under this paragraph which may have important political significance.

§ 400.605-2 *Period of suspension.* All suspensions shall be for a temporary period pending the completion of investigation and such legal proceedings as may ensue. Upon the completion of such investigation or proceedings, the suspension shall be removed and, if appropriate, changed to a debarment in accordance with § 400.604-1 (a)

§ 400.605-3 *Restrictions during period of suspension.* During a period of suspension of a firm or individual, the following policies and procedures shall be applicable:

(a) Bids and proposals will not be solicited from suspended Contractors. However, if received, bids and proposals will be considered and awards of contracts may be made to suspended Contractors when it is determined to be in the interest of the Government by the Secretary of a Department or his authorized representative.

(b) Suspended contractors will be subject to the provisions of paragraphs (b), (c) and (d) of § 400.603-1.

(c) All inquiries concerning suspended Contractors will be referred to the Secretary of the Department concerned or his authorized representative for appropriate action. A suspended contractor will not be informed of the prohibitions effected against him under this paragraph, except as directed by the Secretary.

§ 400.606 *Supplemental lists.* Departments are authorized to establish other lists of firms or individuals for the purpose of guidance of Contracting Officers in determining whether such firms or individuals are responsible bidders. Such lists will not require mandatory refusal of an award, nor will they authorize the Contracting Officer to omit solicitation of bids or proposals from such firms or individuals, solely by reason of the inclusion of a name on such lists. No firm or individual will be listed on the consolidated list for causes or under conditions other than those set forth in this subpart.

§ 400.608 *Sample of list.*

[Insert Classification]

CONSOLIDATED RESTRICTED LISTING OF FIRMS AND INDIVIDUALS DEBARRED OR INELIGIBLE

Contractor, firm, or individual	Termination date	Type	Basis of action
Able Baker Charlie Co., New Orleans, La....	Nov. 21, 1954.	B	Sec. 1 (a), Walsh-Healey Act—Ineligible as manufacturer in all commodities.
Charlie, A. B.	-----	-----	Sec. 1 (a), Walsh-Healey Act.
Doe Furniture Co., Cleveland, Ohio.....	Oct. 28, 1953..	A	Sec. 3, Davis-Bacon Act.
Fox Construction Co., Detroit, Mich.....	Mar. 7, 1954..	A	Sec. 3 (b) Buy American Act (Dept. of the Army).
Roe Engineering Service, Chicago, Ill.....	Feb. 17, 1954..	C	Conviction for fraud (Gen. Services Admin.).
Show Furniture Co., Newark, N. J.....	Apr. 12, 1953..	A	Suspended.
Tare Steel Co.....	Indefinite.....	D	

(Type A listings shall not be awarded contracts and shall not be solicited by bid or proposal.)

(Type B listings shall not be awarded contracts in any amount and shall not be solicited by bid or proposal for materials, supplies, articles, or equipment in which declared ineligible. However, contracts may be awarded and bids or proposals may be solicited for commodities in which not declared ineligible regardless of amount.)

(Type C listings shall not be awarded contracts and shall not be solicited by bid or proposal for construction, alteration, or repair of public buildings or public work in the continental United States or elsewhere is specified in the Buy American Act. However, listings may be awarded contracts and may be solicited by bid or proposal for other than construction, alteration, or repair of public buildings or public work as specified in the Buy American Act.)

(Type D listings shall not be solicited by bid or proposal; if bids or proposals are received, they will be considered and evaluated. If it is determined by the Secretary of a Department or his authorized representative to be in the best interest of the Government, awards may be made to a type D listing.)

(R. S. 161; 5 U. S. C. 22)

C. S. THOMAS,
Assistant Secretary of Defense
(Supply and Logistics)
By J. C. HOUSTON, Jr.,

[F. R. Doc. 53-7413; Filed Aug. 21, 1953;
8:45 a. m.]

PART 415—PROCUREMENT FORMS REVISION

This part has been completely revised. It is the intention, ultimately, to include within Part 415 all standardized procurement forms, i. e., U. S. Standard forms and Department of Defense forms. Several forms are now undergoing study, with a view toward standardization and replacement of departmental forms. In order to promulgate such forms at the earliest possible date, it has been decided to issue Part 415 in a temporary format, publishing therein information regarding new standardized forms in the order in which they are approved by the Chairman of the Munitions Board. At a later date, Part 415 will be revised and organized into groups of forms, such as forms for Formal Advertising, forms for Negotiated Contracts, etc. New standardized forms prescribed in this revision are: Cost and Price Analysis Form (DD Form 333) Forms for Formally-Advertised Construction Contracts Exceeding \$10,000 (U. S. Standard Forms 20, 21, 22, 23, and 23a.) Negotiated Contract Form for Stevedoring Services (DD Form 674) and Short Form of Utility Service Contract (DD Form 671). Previously prescribed forms which are included are: Order for Purchase of Supplies or Services (DD Form 702) and Negotiated Contract Form (DD Form 351, 351-1, and 351-2). Part 415 provides for the discontinuance of use of departmental forms for similar purposes at some designated date or upon exhausting of existing stocks, whichever date is earlier.

Sec.	
415.000	Scope of part.
415.001	Temporary format of part.
415.002	Cost and price analysis (DD Form 633).
415.002-1	General.
415.002-2	Conditions for use.
415.002-3	Existing forms.
415.003	Order for purchase of supplies or services (DD Form 702).
415.003-1	General.
415.003-2	Conditions for use.
415.003-3	Use as a purchase order.
415.003-4	Use as a delivery order.
415.003-5	Forms superseded.
415.004	Forms for formally-advertised construction contracts exceeding \$10,000.
415.004-1	Definitions.
415.004-2	Conditions for use.
415.004-3	Instructions for use.
415.004-4	Reproduction of forms.
415.004-5	Forms superseded.
415.005	Negotiated contract form (DD Forms 351, 351-1, and 351-2).
415.005-1	Conditions for use.
415.005-2	Exceptions.
415.006	Negotiated contract form for stevedoring services (DD Form 674).
415.006-1	Conditions for use.
415.006-2	Instructions for use.
415.006-3	Single job stevedoring services.
415.006-4	Existing forms.
415.007	Negotiated utility service contract forms.
415.007-1	Short form of utility service contract (DD Form 671).
415.007-2	Long form of utility service contract.

AUTHORITY: §§ 415.000 to 415.007-2 issued under R. S. 161; 5 U. S. C. 22. Interpret or apply 62 Stat. 21; 41 U. S. C. 151-161.

§ 415.000 *Scope of part.* This part sets forth standardized procurement forms prescribed for use in connection with the procurement of supplies and services. In using the contract forms prescribed in this part for procurement outside of the continental limits of the United States, its Territories and possessions, there may be deleted such of the contract clauses as are made inapplicable to such procurement by this regulation or by departmental procedures.

§ 415.001 *Temporary format of part.* Pending revision of the format of this part new forms will be added to this part in the sequence of publication.

§ 415.002 *Cost and price analysis (DD Form 633)*

§ 415.002-1 *General.* DD Form 633 (Cost and Price Analysis) is designed to assure, to the fullest extent practicable, the uniform submission of cost data by contractors when such data is required.

§ 415.002-2 *Conditions for use.* This form shall be used in all cases requiring price analysis, except where the accounting system of a proposed contractor makes the use of the contractor's form more practicable and where the form used by the contractor is adequate to provide the necessary data in an acceptable form.

§ 415.002-3 *Existing forms.* This form replaces existing departmental forms currently in use for this purpose. Continued use of the replaced forms is authorized until existing printed stocks are exhausted or until November 30, 1953, whichever is earlier.

§ 415.003 *Order for purchase of supplies or services (DD Form 702)*

§ 415.003-1 *General.* (a) DD Form 702 (Order for Purchase of Supplies or Services) provides in one document a purchase order, or a delivery order under a contract, or a delivery order on Government agencies outside of the Department of Defense.

(b) When a continuation sheet is necessary, U. S. Standard Form 36 (Continuation Sheet (Supply Contracts)) shall be used.

§ 415.003-2 *Conditions for use.* DD Form 702 shall be used either as a purchase order or as a delivery order whenever more than one delivery and one payment are initially contemplated.

§ 415.003-3 *Use as a purchase order.* DD Form 702 shall be used as a purchase order whenever the following circumstances exist:

(a) The amount involved is \$5,000 or less.

(b) The procurement is unclassified and is effected by negotiation in accordance with the provisions of Part 402 of this subchapter.

(c) No contract clauses are required other than those set forth on the reverse side of the form.

§ 415.003-4 *Use as a delivery order.* DD Form 702 shall be used without monetary limitation as a delivery order for ordering supplies or services (a) under open-end, indefinite quantity, or call-type contracts, or purchase notice agreements, including such contracts or agreements made by Government agencies outside of the Department of Defense, provided the order is issued in accordance with and subject to the terms and conditions of a basic contract or agreement to which specific reference is made in the form, or (b) from Government agencies outside the Department of Defense.

§ 415.003-5 *Forms superseded.* (a) This form supersedes the following Departmental forms: (1) Department of the Army—War Department Form 18, War Department Contract Form 19, DA AGO Form 5700; (2) Department of the Navy—NAVSANDA Form 108, NAVSANDA Form 113; (3) Department of the Air Force—War Department Form 18, War Department Contract Form 19, AMC Form 98 (to the extent used in purchases of \$5,000 or less) and all other forms of the departments used for a comparable purpose. The continued departmental use of the replaced forms is authorized until existing printed stocks are exhausted or until October 30, 1953, whichever is earlier.

(b) Pending the final development of a form "Order and Voucher for Purchase of Supplies or Services," the continued use of the Departmental forms for this purpose is authorized.

§ 415.004 *Forms for formally-advertised construction contracts exceeding \$10,000.* The following U. S. Standard Forms are for use in formally-advertised construction contracts exceeding \$10,000:

U. S. Standard Form 20 (Revised March 1953)—Invitation for Bids.

U. S. Standard Form 21 (Revised March 1953)—Bid Form.

U. S. Standard Form 22 (Revised March 1953)—Instructions, to Bidders.

U. S. Standard Form 23 (Revised March 1953)—Construction Contract.

U. S. Standard Form 23a (Revised March 1953)—General Provisions.

§ 415.004-1 *Definitions.* For the purposes of this part, the term "construction contract" means any contract for the construction, alteration, or repair, including painting and decorating, of buildings, bridges, roads, or other kinds of real property.

§ 415.004-2 *Conditions for use.* U. S. Standard Forms 20, 21, 22, 23, and 23a shall be used in connection with the solicitation of bids and awards of all formally advertised "construction contracts" as defined in § 415.004-1, except where (a) the cost is estimated not to exceed \$10,000, or (b) the work is to be performed in foreign countries.

§ 415.004-3 *Instructions for use.* (a) The use of additional contract provisions consistent with those contained in the standard forms is authorized, and, where required elsewhere in this subchapter, the use of such additional provisions is mandatory.

(b) Changes or additional provisions inconsistent with those contained in the standard forms shall be incorporated when required by any other part of this subchapter, and may be incorporated when authorized by any other part of this subchapter or when approved pursuant to § 400.108 of this subchapter. A copy of each such approval pursuant to § 400.108 of this subchapter shall be forwarded by the approving authority to the General Services Administration.

(c) During a period of national emergency, Clause 5 (c) of Standard Form 23a may be changed by deleting the word "unforeseeable" and inserting the phrase "other than normal weather" after the word "causes" where it first appears in the first sentence.

(d) In contracts subject to section 635 of the Department of Defense Appropriation Act, 1953 (Pub. Law 488, 82d Cong.) or to an equivalent statutory requirement, the clause entitled "Disputes" shall be changed by adding the following provision (with such change in statutory reference as may be appropriate)

Notwithstanding the provisions of this clause, the Contractor shall have such right of appeal to the Court of Claims as is provided by Section 635, Public Law 488, 82d Congress.

As long as contracts subject to the foregoing requirement are awarded in appreciable numbers, the clause entitled "Disputes" in other construction contracts may, in the interest of consistency, be similarly changed.

(e) Changes and additional provisions shall be set forth in addenda to the standard forms, in the "Alterations" paragraph of Standard Form 23, or in the specifications, as may be appropriate.

§ 415.004-4 *Reproduction of forms.* Die-cut stencils or reproducible masters may be used for the reproduction of Standard Forms 20 and 21 together with

such insertions or additional wording as may be generally included in such forms. The spacing of the form may be varied in such reproduction, but no other change may be made in sequence or wording of the information on the forms, except as provided in § 415.004-3.

§ 415.004-5 *Forms superseded.* All U. S. Standard forms and all departmental forms currently being used for the purposes for which the standard forms are prescribed herein are superseded. The continued departmental use of the replaced forms is authorized until existing printed stocks are exhausted or until December 1, 1953, whichever is earlier.

§ 415.005 *Negotiated contract form (DD forms 351, 351-1, and 351-2)* This form of contract consists of DD Form 351 (Cover Page), DD Form 351-1 (Schedule Page) and DD Form 351-2 (Signature Page)

§ 415.005-1 *Conditions for use.* This contract form is authorized for use in negotiated contracts, whether fixed-price or cost reimbursement, for the procurement of supplies or services other than the construction, alteration, or repair of buildings, bridges, roads, or other kinds of real property. The form may be used regardless of dollar amount, but generally will not be used in procurements under \$5,000. This form may be used in conjunction with U. S. Standard Form 32 (General Provisions (Supply Contract)) or with such other or additional general provisions as may be authorized by this part or departmental procedures.

§ 415.005-2 *Exceptions.* The negotiated contract form authorized in this section is not intended to supersede any purchase order or other short form of negotiated contract authorized by this subchapter or departmental procedures.

§ 415.006 *Negotiated contract form for stevedoring services (DD form 674)* DD Form 674 (Negotiated Contract for Stevedoring Services) is a prescribed Schedule containing standardized provisions for use in the procurement of stevedoring services. The form of negotiated contract for stevedoring services shall consist of DD Form 351 (Cover Page) DD Form 674 (Schedule Page.—in lieu of DD Form 351-1) and DD Form 351-2 (Signature Page) (For DD Forms 351 and 351-2, see ASPR 16-005)

§ 415.006-1 *Conditions for use.* The Schedule is prescribed for the procurement of stevedoring services within the continental limits of the United States initiated on and after October 1, 1953, or such earlier date as the respective departments may determine. When contracting for stevedoring services outside the continental limits of the United States, the standardized provisions of the Schedule are intended as a guide only.

§ 415.006-2 *Instructions for use.* (a) Since conditions vary at different ports and sometimes within the same port, completely standardized provisions covering all phases of stevedoring operations

are impractical. While the standardized Schedule will cover most situations adequately, the various provisions of Clause 1 of the Schedule may be deleted, added to, or modified as necessary to meet local conditions. Similarly, the various rate or price schedules in Clause 2 of the Schedule are included merely by way of illustration and may be modified as required.

(b) Where conditions require deviation from any of the other clauses in the Schedule, such deviation may be authorized in accordance with the provisions of § 400.108 of this subchapter and Departmental procedures.

(c) The Schedule covers the loading and discharging of vessels only. If carloading and car unloading or other dock and terminal work is to be performed under a stevedoring contract, specifications appropriate for such dock and terminal work should be added as separate items to Clauses 1 and 2 of the Schedule.

§ 415.006-3 *Single job stevedoring services.* The Schedule is designed to cover stevedoring services for a period of time, usually a year, and is not required for use with respect to single job stevedoring services, such as the loading or discharging of a single vessel. In such cases, the Schedule should be used as a guide in drafting a contract to meet the requirements of the particular procurement.

§ 415.006-4 *Existing forms.* The schedule replaces existing departmental forms currently in use for this purpose. Continued use of the replaced forms is authorized until existing stocks are exhausted or until October 1, 1953, whichever is earlier.

§ 415.007 *Negotiated utility service contract forms.* This section prescribes standardized forms for use in the negotiated procurement by written contract of utility services, which, as used herein, includes only electric, gas, water, sewage, and steam services.

§ 415.007-1 *Short form of utility service contract (DD Form 671)* (a) DD Form 671 (Negotiated Utility Service Contract) (short form) shall be used in the procurement by written contract of utility services whenever the annual cost of any such procurement is \$1,000 or less and no connection charge is involved. Additional clauses, not inconsistent with those in the form, may be included in accordance with Departmental procedures. Deviations to the form and any of its clauses as are required by reason of statutory requirements or local practices of utility companies are authorized, but such deviations should be kept to a minimum.

(b) *Existing forms.* The DD Form 671 replaces all current Departmental forms used for this purpose.

§ 415.007-2 *Long form of utility service contract (DD Form —)* [Reserved.]

C. S. THOMAS,
Assistant Secretary of Defense,
(Supply and Logistics)
By J. C. HOUSTON, Jr.

[F. R. Doc. 53-7414; Filed, Aug. 21, 1953;
8:46 a. m.]

TITLE 32A—NATIONAL DEFENSE, APPENDIX

Chapter XVIII—National Shipping Authority, Maritime Administration, Department of Commerce

[NSA Order No. 34 (SRM-3, Revised)]

SRM-3—AUTHORITY AND RESPONSIBILITY OF GENERAL AGENTS TO UNDERTAKE IN CONTINENTAL UNITED STATES PORTS VOYAGE REPAIRS AND SERVICE EQUIPMENT OF VESSELS OPERATED FOR THE ACCOUNT OF THE NATIONAL SHIPPING AUTHORITY UNDER GENERAL AGENCY AGREEMENT

NSA Order No. 34 (SRM-3) as amended Amendment 1 published in the FEDERAL REGISTER issues of June 6, 1951, October 26, 1951 (16 F. R. 5322, 10893) is hereby superseded and revised to read as follows:

c. What this order does.
General Agents' authority.
General provisions.

AUTHORITY: Sections 1 to 3 issued under sec. 204, 49 Stat. 1937, as amended; 46 U. S. C. 14.

SECTION 1. *What this order does.* This order outlines General Agent's limited authority to arrange for and award contracts for voyage repairs and servicing equipment of vessels operated for the account of the National Shipping Authority under General Agency Agreement.

SEC. 2. *General Agents' authority.* General Agents are:

(a) Hereby delegated authority to arrange for and award contracts for voyage repairs on vessels operated under the General Agency Agreement for the account of the National Shipping Authority when the aggregate cost of all such repairs in any one continental United States port is not in excess of \$1,000.

(b) Also delegated authority to arrange for and order the performance of minor repairs to or servicing of pantry and galley equipment, radios, gyro compasses, fathometers, radio direction finders, fire extinguisher systems, ship clocks, binoculars, barometers, typewriters, adding machines, and any other vessel equipment of a similar nature where the aggregate amount does not exceed \$1,000 in any one continental United States port.

SEC. 3. *General provisions.* (a) The voyage repairs, as covered by section 2, may be awarded by the General Agents within the limitation specified under the Master Repair Contract if the contractor is a holder thereof or if the contractor does not hold a Master Repair Contract under NSA-Work-nalrep if the contract price does not exceed \$2,000 and said contract is made in accordance with NSA Order 46 (SRM-5, Revised) and NSA Order 51 (SRM-6, Revised).

(b) The repairs to or servicing of equipment, as covered by section 2, may be awarded by the General Agents, within the limitation specified, by letter or purchase order.

(c) It is to be understood by all General Agents that the authority delegated by this order is not to be construed to cover alterations, additions, changes or betterments.

(d) The prime General Agents shall submit, in duplicate, to the Atlantic, Gulf or Pacific Coast Director, Maritime Administration, within whose District

the Agents home offices are situated a monthly listing of all awards made by the General Agents and their Sub-Agents. This listing shall reflect individually the contractor, complete contract number, vessel, type of award, e. g., negotiated or bid, cost and repair period. This listing is to be submitted substantially in the following form:

Contractor	Contract No.	Vessel	Award	Amount	Start	Completed
Steamboat Repairs, Inc.	MA-600-USL-1	John Doe	Bid	\$3,000	Jan. 1, 1953	Jan. 9, 1953
Steamboat Repairs, Inc.	MA-600-USL-1A	John Doe	Negotiated	1,000		Jan. 10, 1953

A copy of the monthly listing shall be forwarded by each prime General Agent to each Coast Director of the District in which any of the work involved was awarded. If no work was awarded by a General Agent under his delegated authority, a report to that effect shall be submitted to the pertinent Coast Director as prescribed in this section. The required reports shall be submitted to the Coast Directors within five (5) days after the last day of the month being reported upon. This reporting requirements has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Effective date. This order shall be effective on the date of publication in the FEDERAL REGISTER.

Approved: July 24, 1953.

[SEAL] C. H. McGUIRE,
Director,
National Shipping Authority.

[F. R. Doc. 53-7420; Filed, Aug. 21 1953; 8:47 a. m.]

[NSA Order No. 43 (SRM-4, Amdt. 1)]

SRM-4—GENERAL AGENT'S RESPONSIBILITY IN CONNECTION WITH FOREIGN REPAIR CUSTOM'S ENTRIES

AUTHORITY TO EFFECT PAYMENT OF DUTIES

It is hereby ordered that section 5, *General Agent's authority to effect payment of duties* of NSA Order No. 43 (SRM-4) published in the FEDERAL REGISTER issue of September 21, 1951 (16 F. R. 9658) be and the same is hereby deleted in its entirety and a new section 5 is inserted in lieu thereof which shall read as follows:

SEC. 5. *General Agent's authority to effect payment of duties.* (a) In those cases where the conditions outlined in section 3 of SRM-4 do not prevail, the General Agent shall effect payment of duties imposed by Customs and shall include the expenditure in the voyage accounts of the vessel. In those cases where the conditions as outlined in section 3 of SRM-4 do prevail, the General Agent shall exhaust every means toward obtaining remission of duty imposed.

(b) Should the General Agent fail to obtain remission of duties in such cases, he shall refer the matter to the appropriate Coast Director for his (The Director) determination as to whether further appeal to the Bureau of Customs is warranted or that payment of duty should be made by the General Agent.

Effective date. This Amendment 1 shall be effective upon the date of publication in the FEDERAL REGISTER.

(Sec. 204, 49 Stat. 1937, as amended; 46 U. S. C. 1114)

Approved: July 24, 1953.

[SEAL] C. H. McGUIRE,
Director
National Shipping Authority.

[F. R. Doc. 53-7421; Filed, Aug. 21, 1953; 8:48 a. m.]

[NSA Order No. 46 (SRM-5, Revised)]

SRM-5—PROCEDURE FOR ACCOMPLISHMENT OF VESSEL REPAIRS UNDER NATIONAL SHIPPING AUTHORITY MASTER LUMP SUM REPAIR CONTRACT—NSA-LUMP-SUMREP

NSA Order No. 46 (SRM-5) as amended by Amendment 1 published in the FEDERAL REGISTER issues of September 27, 1951, and April 4, 1952 (16 F. R. 9811, 17 F. R. 2934), is hereby superseded and revised to read as follows:

Sec.

1. What this order does.
2. Use of contract for competitive bid and negotiated price awards.
3. Specifications.
4. Procedure for securing competitive bids.
5. Procedure for negotiated price awards.
6. Awarding of work.
7. Job order numbering.
8. Extra work and changes.
9. Payment.
10. Bonds.
11. Guarantee obligations.
12. Disposition of removed equipment and scrap.
13. Insurance.
14. Anti-Kickback and Davis-Bacon Act.
15. Subcontracts.
16. Liquidated damages.
17. Performance of work resulting from damage sustained while undergoing repairs.
18. Group classifications.
19. Ship Repair Summaries.
20. Reports of awards.
21. Delegations of authority.

AUTHORITY: Sections 1 to 21 issued under sec. 204, 49 Stat. 1937, as amended; 46 U. S. C. 1114. Interpret or apply R. S. 3702; 41 U. S. C. 5.

SECTION 1. *What this order does.* This order cancels NSA Order No. 32 (SRM-1) and outlines the procedure to be followed by the several Coast Directors, their field Ship Repair and Maintenance Staffs, the General Agents of the Authority, and the ship repair contractors in the award and performance of vessel repairs under the National Ship-

ping Authority Master Repair Contract, NSA-LUMPSUMREP. The Coast Directors, field Ship Repair and Maintenance Staffs and the General Agents shall be referred to hereafter in this order as representatives of the Authority.

SEC. 2. Use of contract for competitive bid and negotiated price awards. (a) The NSA-LUMPSUMREP Contract is a Master form of fixed price contract and is applicable to ship repair work awarded as a result of competitive bidding or negotiation. As a general rule all work awarded under the NSA-LUMPSUMREP Contract must be awarded upon the basis of competitive bids. Revised Statute section 3709 (41 U. S. C. 5) which requires the award of contracts on the basis of competitive bids, however, permits award upon a negotiated basis in certain situations, that is, "where immediate delivery or performance is required by the public exigency."

(b) There are set forth in subparagraphs (1) to (3) of this paragraph three (3) examples of situations where the negotiation of fixed price awards for the accomplishment of work under the NSA-LUMPSUMREP Contract will be permitted in lieu of competitive bidding:

(1) *Where the desired results from competitive bidding cannot be obtained.* For example, where there is doubt as to the reality of competition or the fairness or reasonableness of a low bid, all bids shall be rejected. If the ship's availability permits a new Invitation for Bids for the work in question shall be issued. If the bids received as a result of the second invitation are not considered satisfactory the bids are to be again rejected and prices of all specification items are to be negotiated with and the job awarded to the lowest bidder. If the low bidder refuses to accept the award upon the condition referred to the offer of award subject to price negotiation may be made to the next lowest bidder, etc. Negotiated awards in such cases shall be made in accordance with the conditions set forth on the invitation form e. g., time specified, liquidated damages, etc. If a satisfactory price cannot be secured by negotiation with the bidders as herein provided an award may be made upon a negotiated basis approved in section 5 of this order.

(2) *Where the element of time is paramount.* There will be instances where expeditious ship turnarounds will necessitate the award of work without the delay involved in awarding on the basis of competitive bids. In such cases immediate negotiation for a fixed price with one contractor will be permissible. However, full consideration must be given to the factors involved in order to determine whether, under the circumstances, the time requirements make necessary the negotiation of price rather than using the competitive bid procedure. Such relevant factors are the individual ship's commitments with respect to loading berths, sailing dates, and the charter hire, etc., that might accrue in the event additional ship lay-time is required because of competitive bidding. Definite dollar and time values cannot be established as specific guides for determining when to negotiate. The individual ship

and circumstances involved are the governing elements. The practice of consistently favoring one contractor where this type of repair is required will not be permitted but instead, to the maximum extent possible, all qualified contractors in the particular port shall be given the opportunity to perform work for the National Shipping Authority.

(3) *Extra items of work found subsequent to the awarding of the work covered by the original specifications.* Where extra items of work are required after the commencement of the awarded work, it is permissible to negotiate with the contractor who is performing the awarded work, for the accomplishment of such extra work under the provisions of Article 6 of the NSA-LUMPSUMREP Contract. A discussion of this procedure is set out in section 8 of this order. However, where items of extra work are found after examinations have been made as called for by the original specifications, negotiation with the contractor to perform such items of extra work shall be permitted only if the aggregate estimated cost of such items of extra work would not amount to a substantial part of the entire job. If the items of extra work amount to a substantial part of the entire job, they shall be awarded in the same manner and after consideration of the same factors as are set forth above for awarding original work.

SEC. 3. Specifications. (a) It shall be incumbent upon the representatives of the Authority on each and every vessel requiring repairs for the account of the National Shipping Authority to prepare complete, detailed and fully descriptive specifications of the particulars of each repair item, identified in each particular case by the appropriate voyage number. Decisions of the Coast Directors' Ship Repair and Maintenance Staffs with respect to the need for any particular item in repair specifications shall be final. The specifications for voyage repairs shall itemize the work involved and shall be numbered consecutively and shall be arranged in accordance with the group classification set forth in section 18 of this order with the segregation by the three departments, namely, deck, engine and steward.

(b) The specifications shall in their final written form be explicit in every respect and shall include drydocking, if required, as well as all other items of work known to be required or discernible through visual inspection and examination regardless of the fact that later decision may be made to eliminate or defer some of the items of work. In no case shall an item of work, the accomplishment of which is problematical, be so identified or segregated in the specifications. Resorting to such general phraseology as "overhaul as necessary," "open up for examination and repair or renew as necessary," "repair or renew," etc., shall not be permitted in preparing and writing the specifications.

(c) Where an exact and final determination of the extent of the work cannot be ascertained until an examination has been made, the particular items involved shall so specify and the specifications with respect to said items shall

be limited to such examinations as are necessary.

(d) If it is desired by the representatives of the Authority to change any item in the specifications after the specifications have been issued to bid such changes shall be reduced to writing and shall be distributed to the invited bidders at least by such time prior to the time originally specified for the opening of bids as shall reasonably permit the bidders to revise their estimates. If determined to be necessary or desirable under the circumstances, the representative of the Authority may extend the time for opening of bids.

(e) Any exceptions taken to the specifications by a prospective bidder shall be made known to the representative of the Authority prior to the time specified for opening the bids. If it is finally determined by the representative of the Authority that the exceptions are justified, then the procedure set forth in the preceding sub-paragraph shall be followed. Exceptions accompanying bids not processed as herein prescribed, but made known at the time the bids are opened will not be acceptable, and will be a cause for rejecting such bids.

(f) When it is anticipated that the cost of a job will be in excess of a Coast Director's delegated authority, one (1) copy of specifications, and in case of bids a copy of Invitation for Bids, Instructions to Bidders and listing of contractors invited to bid shall be forwarded to the Chief, Division of Ship Repair and Maintenance, Washington, simultaneously with the specifications being issued to the contractors.

(g) In all cases where materials, parts or equipment are required in connection with the performance of any particular repair item the representatives of the Authority shall utilize to the fullest possible extent spares and replacement parts stocked in Maritime Administration warehouses. Prior to arranging for the purchase or furnishing of repair parts by repair contractors, it shall be the responsibility of the representatives of the Authority awarding work to determine that the required parts are not available in the Maritime Administration warehouse in the area involved, contingent upon the urgency of the particular situation, ship's sailing schedule, etc.

SEC. 4. Procedure for securing competitive bids. (a) The geographical area within which bids will be invited involves the exercise of sound administrative judgement. All the relevant factors should be considered in deciding over what areas competitive bids should be invited. Such factors will include the scope and nature of the work, the location of the vessel, and the time and expense involved in shifting and returning the vessel to its loading berth consistent with the operating requirements.

(b) Invitations for Bids shall be sent to all contractors, within the area as determined in paragraph (a) of this section, who are considered to be financially qualified and to be capable of performing all of the work set forth in the specifications either by the utilization of their own or subcontractors' facilities. In this

regard attention is invited to section 15 of this order.

(c) When inviting Bids the NSA form entitled "Invitation for Bids, Instruction for Bidders, and Specifications for Repairs, Renewals, Alterations and Additions to the Vessel _____" shall be used.

(d) Attention is called to the fact that the Invitation for Bids form includes a statement of the completion date for the work. In the event bids are invited the individual vessel's period of availability and the extent of the proposed work shall be considered in fixing a completion date that is consistent with the scope of the work involved. Consideration must be given to the fact that it will not be possible in every case to get lower bids by extending a completion date beyond the normal time required to do the work merely because the vessel's availability is exceptionally long. At the same time, care is to be exercised to insure that the repair period is not shortened, when there is no urgent need for the use of the vessel, to such an extent that it is impossible for the contractor to accomplish the work under normal working conditions. A completion date can only be fixed so as to be financially and otherwise to the best interests of the Government after due consideration has been given to all of the factors involved.

(e) The Invitations for Bids shall provide that the contractors shall submit, simultaneously with their responses to invitations for Bids, unit prices for each item of specification work in a separate sealed envelope. Only the envelope containing the separate item prices of the contractor determined to be the low bidder shall be retained by the representative of the Authority and shall not be opened until after the award is made. All other envelopes containing separate item prices shall be returned unopened to each contractor by the representative of the Authority. In the event the low bid is rejected, the itemized prices of the low bidder shall be returned to him in the unopened envelope. Item prices submitted by contractors will not be subject to public perusal.

(f) Vessel repair work contracted for by representatives of the National Shipping Authority is subject to the provisions of the Davis-Bacon Act, except in those cases where at the time of the issuance of the Invitations for Bids the site of the work is not known. Where bids are being invited from bidders in more than one port area, the port area in which the award will be made will not be known, and the Invitations for Bids, accordingly, must state that the work in question is not subject to the Davis-Bacon Act.

(g) The Invitations for Bids shall also include a statement of the per day liquidated damages, for the particular type of vessel on which the work is to be performed.

(h) The Invitation for Bids shall state where the bids are to be opened.

(i) When Invitations for Bids are issued by a General Agent, the General Agent, at the time the invitations are issued shall make available to the local Ship Repair and Maintenance office, three (3) copies of the specifications,

three (3) copies of a list of contractors to whom invitations have been sent, and three (3) copies of the Invitation for Bids.

(j) Where the scope and probable cost of the work and the time required for effecting such work are secondary as compared to the ship's time, and where the preparation of formal specifications and the issuance of formal invitations for Bids are not practicable, the representative of the Authority may orally contact as many qualified contractors as is feasible, in order to obtain written "Spot Bids." Each contractor who indicates its intention to bid shall be fully advised as to the specific work involved and given an opportunity to inspect the vessel to enable it to prepare a bid. The contractor shall be verbally advised of a time and place for the submission of the "Spot Bids." If such bids are invited by the General Agent, the General Agent shall also advise the Coast Director or his duly appointed representative of the time and place of opening the "Spot Bids," and if practicable, the NSA representative shall attend such opening. If submission of such spot bids is not in writing the contractors shall immediately confirm their respective Spot Bids by written tenders. The representative of the Authority shall, if requested by responsive contractors, furnish invitations for bids and supporting specifications to the contractors.

Sec. 5. Procedure for negotiated price awards. (a) In the award of vessel repair work upon the basis of negotiation or request for quotation, other than work covered by a supplemental job order, the contractor shall be furnished with the information provided for in Article 1 (a) of the NSA-LUMPSUMREP Contract.

(b) The contractor, within the time specified in a request for a quotation, may quote a price and shall submit itemized prices and the price breakdown provided for in Article 1 (c) of the NSA-LUMPSUMREP Contract. In the event a mutually satisfactory price cannot be agreed to, a price shall be determined by the representative of the Authority making the award which shall be set out in the job order or the supplemental job order issued to the contractor. Within thirty (30) days from the receipt of such job order or supplemental job order the contractor may appeal such price to the Director of the Authority as a dispute under Article 27 of the NSA-LUMPSUMREP Contract.

Sec. 6. Awarding of work. (a) Those portions of all bids reflecting the total aggregate cost of the work involved shall be opened publicly. The work shall be awarded to the contractor submitting the lowest qualified bid. The term "lowest" shall mean the bid most advantageous to the Government after evaluation of all bids by the application of differentials and any other relevant factors set forth in the Invitation for Bids. All pertinent costs of moving the vessel from the port where said vessel is located at the time bids are invited to the port of the responsive bidders' work sites and/or plants are to be stated on the Invitation for Bids. If the vessel is scheduled to return to the same

port where located at the time bids were invited, all costs of returning the vessel to that port shall also be included on the Invitation for Bids and considered in the bid evaluation.

(b) Immediately after an award of a job order or a supplemental job order on a negotiated basis a written report shall be submitted by the representative of the Authority, making the award, to the appropriate Coast Director's office stating the pertinent reasons for awarding the job on a negotiated rather than bid basis. A copy of this report must be attached to the Ship Repair Summary.

(c) When an award is made, a job order in the form attached to the NSA-LUMPSUMREP Contract shall be issued to the contractor and when awards are made in excess of the Coast Directors' Authority one copy each of all job orders and supplemental job orders and supporting specifications are to be forwarded to the Chief, Division of Ship Repair and Maintenance, Washington, D. C., simultaneously with the issuance of said orders to the contractors.

Sec. 7. Job order numbering. (a) The NSA-LUMPSUMREP Contract number shall be inserted in every job order and supplemental job order thereto awarded to a Contractor. The Chiefs of local Ship Repair and Maintenance offices shall give consecutive numbers starting with No. 1 to job orders awarded by them to each contractor. The General Agents shall give consecutive numbers starting with No. 1 to job orders awarded by each General Agent. Job orders and supplemental job orders covering work awarded by a General Agent shall bear the initials of the prime General Agent, as a prefix to the numeral for example, "Job Order No. USL-1." Thus, the first award made by a local Ship Repair and Maintenance office to each respective master repair contractor shall bear "Job Order No. 1." The first award made by each General Agent to each respective master repair contractor shall also bear "Job Order No. 1" and in addition the Prime General Agents initials. Sub-agents shall use the initials of the Prime General Agent in identifying the job order number. Any additional means of numbering other than the numeral and Prime Agent's initials are not to be used. Supplemental job orders shall contain the original job order number suffixed by the letter "A" on the first supplemental job order, the letter "B" on the second supplemental job order, and so forth.

Sec. 8. Extra work and changes. (a) At any time after the award of an original job order and during the time the work thereunder is being performed, additional or extra work or changes in the work covered by the job order may be directed by the representative of the Authority.

(b) Such additional or changed work shall be directed by a written Change Order as provided in Article 6 of the NSA-LUMPSUMREP Contract.

(c) A supplemental job order shall be issued to the Contractor covering such Change Order(s), which supplemental order shall include the agreed amount of contract price increase or decrease and any revision in the completion date of

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the job order work, as modified by the Change Order(s)

(d) In the event a change in the contract price or revision in the completion date cannot be agreed upon the representative of the Authority shall determine the contract price or revised completion date and issue a supplemental job order to the contractor who shall proceed with the work covered by the Change Order(s) and the Contractor may appeal such contract price or revised completion date as provided in Article 27 of the NSA-LUMPSUMREP Contract.

SEC. 9. Payment. (a) Repair contractors invoices covering work awarded by the field staff of the National Shipping Authority.

(1) Repair Contractors will submit invoices for repair costs covered by job orders under Master Repair Contract or work orders under WORKSMALREP Contracts, directly to the local office of the National Shipping Authority awarding the work.

(2) The local office of the National Shipping Authority will:

(i) Review repair contractors' invoices to determine that the charges have been billed in accordance with the prices provided in the job order and repair contract.

(ii) Attach to each repair contractor's invoice, a copy of the WORKSMALREP work order or job order and supplemental job order(s) if any; a signed completion certificate; and, in the case of competitive bids, abstract of bids listing the contractors who submitted bids, the bid prices and completion time specified by each contractor, the name of the contractor to whom the work was awarded, and an explanation of the basis for the award when the contract is not awarded to the lowest bidder.

(iii) Review each repair contractor's invoice and attachments to ascertain completeness of supports and whether repair items included therein have been placed under the appropriate repair group numbers as set out in section 18 and make corrections as necessary.

(iv) Forward the invoices and supports to the District Ship Repair and Maintenance office for final review.

(3) The District office shall make a final review and if in order forward the contractor's invoices and other supports relating to (i) voyage and idle status repairs to the principal office of the General Agent, and (ii) reactivation repairs and all others which do not involve General Agency operated ships to the appropriate District Comptroller's Office.

(4) The General Agent, upon receiving repair contractors' invoices and attachments thereto from the District Ship Repair and Maintenance office will:

(i) Review each invoice and attachments to assure that the payment authorized by the District office appears to be proper on the basis of the attachments.

(ii) Upon determination that all necessary supporting documents are attached, make payment directly to the contractor.

(5) The District Comptroller's Office, upon receiving repair contractors' invoices pursuant to subparagraph (3) (ii)

of this paragraph will process them in accordance with prescribed procedures.

(b) Repair contractors invoices covering work awarded by General Agents:

(1) Repair contractors will submit invoices for repair costs covered by job orders under Master Repair Contracts or work orders and WORKSMALREP contracts directly to the principal office of the General Agent or authorized Sub-Agent contracting for the ship repair work.

(2) The General Agent or authorized Sub-Agent, upon receipt of an invoice from a contractor, will follow the procedure outlined in paragraph (a) (2) (i thru iii) and (4) (ii) of this section.

SEC. 10. Bonds. (a) All bids in response to an Invitation for Bids and all quotations in response to a request for a quotation in excess of \$2,000, shall be accompanied by a guaranty or a bid bond in a sum equal to twenty-five (25) per cent of such bid or quotation to insure the acceptance of the job order covering the awarded work and the furnishing of the performance and payment bonds required by Article 14 of the NSA-LUMPSUMREP Contract. The standard Government form of bid bond (Standard Form 24 Revised November 1950) shall be used.

(b) In compliance with the performance bond and payment bond requirements of Article 14 of the NSA-LUMPSUMREP Contract, the standard form of individual performance bond (Standard Form 25 Revised November 1950) and the standard form of individual payment bond (Standard Form 25A Revised November 1950) respectively shall be used. Such bonds (in the respective penal sums of 50 percent of the respective job order contract prices but if the job order contract price is in excess of \$1,000,000 in the penal sum of 40 percent of such job order contract price) shall guarantee the Contractor's performance and payment obligations in connection with the work covered by an original job order awarded on either competitive bid or negotiated basis, as that work may be modified by supplemental job orders to such original job orders.

(c) The individual bid, performance and payment bonds shall be submitted by the contractors to the awarding offices (General Agents or local offices of NSA) to verify the correctness of the penalty amount, contract and job order numbers, etc. The individual bonds shall then be forwarded by the awarding office to the office of the appropriate Coast Director for final action and approval pursuant to existing regulations.

(d) For the convenience of contractors, in lieu of submitting individual bid, performance and payment bonds they may file with the Authority approved annual or blanket bid, performance and payment bonds covering the Contractor's bond obligations under job orders (as such job orders may be modified by supplemental job orders) awarded under said contracts in such annual period. Annual bonds shall be submitted by the Contractors or their surety representative to the appropriate Coast Director's office for clearance pursuant to existing

regulations. In this regard all annual bonds must be of the open penalty type.

(e) No repair voucher (progress or final) where bond coverage is required shall be passed for payment until such time as the required bid, performance and payment bonds have been given final clearance.

SEC. 11. Guarantee obligations. (a) Under the provisions of Article 10 of the NSA-LUMPSUMREP Contract the Contractor's guarantee liability extends to defects and deficiencies in the Contractor's work developing within sixty (60) days from the date of the acceptance of all the work and the accepted redelivery of the vessel to the Authority.

(b) Notice of such defects and deficiencies must be given to the Contractor not later than ninety (90) days after the acceptance of the work.

(c) As soon as practicable, after the acceptance of work performed under a job order, and the supplemental job orders thereto, the office awarding the job order shall furnish to the General Agent two copies of the specifications, job order and supplemental job orders, together with a statement of the date of the expiration of the Contractor's guarantee responsibility with respect to said work.

(d) The General Agent shall during the period of the Contractor's guarantee responsibility screen all deficiencies and defects and repair items and list separately against the respective specifications, all items which represent defects or deficiencies in the Contractor's work.

(e) In order that the Contractor may be notified of such defects and deficiencies prior to the expiration of the 90-day notice period, the General Agent, particularly with respect to vessels in foreign ports or vessels which may be at sea, shall instruct the Master of the respective vessel to forward the information with respect to defects and deficiencies in the Contractor's work to the General Agent's home office by the most expeditious manner of communication.

(f) In connection with all deficiencies and defects, referred to in paragraph (d) of this section, the General Agent shall immediately notify the Contractor and the local Ship Repair and Maintenance office Head in the vessel's port of call with copies of such notification to the Chief, Division of Ship Repair and Maintenance in Washington, D. C., in all cases and to the Chairman, Trial and Guarantee Survey Boards, if the total contract price is equal to or in excess of \$100,000. If practicable, the local Ship Repair and Maintenance office Head shall arrange to view the defective or deficient work in question and, if possible, shall secure the correction of such defects or deficiencies by the Contractor in question.

(g) The General Agent, and the representative of the local Ship Repair and Maintenance staff, who acted under the provisions of paragraph (e) of this section promptly shall file with the Chief, Division of Ship Repair and Maintenance in Washington, D. C., and also with the Chairman, Trial and Guarantee Survey Boards, if the total contract price equals or exceeds \$100,000, separate or

concurring reports setting out the defects and deficiencies, describing the actual conditions found, causes of failure, and the disposition of each defect or deficiency item.

SEC. 12. Disposition of removed equipment and scrap. (a) Article 8 of the NSA-LUMPSUMREP Contract provides that any ship equipment, fuel, lube oil, supplies, stores, furniture, fixtures, salvage and other movable property removed from the vessel is the property of the United States and shall be disposed of in such manner as the Authority may direct within sixty (60) days from the date of the completion of the work. The representative of the Authority, by appropriate item in the specifications, shall cause the Contractor to segregate all equipment, salvageable material and scrap, removed from a vessel in the performance of repairs, in such a manner as to be readily identifiable, and shall submit a list thereof to the local Property and Supply office which is responsible for arranging for retention, disposal, etc., of said equipment, material, and scrap. A copy of the listing is to be attached as a support to the Ship Repair Summary (MA-159)

(b) After the 60-day period, if no direction for disposal is given the Contractor, the Contractor shall store and protect, in the shipyard or outside of the shipyard at its election, such property of the United States, for the additional period directed by said local Property and Supply office who shall furnish a copy of such written direction to the representative of the Authority. The increased contract price for the cost of the storage for such additional period shall be covered by purchase order prepared by the local Property and Supply office.

(c) All scrap removed from the vessel shall be the property of the United States and shall be handled as provided in paragraph (b) of this section: *Provided, however* That any scrap or salvage may, upon the written approval of the local Property and Supply office, be purchased or disposed of by the Contractor at the prevailing market price, or at not less than the fair value thereof in the absence of an established market therefor. The net sales price of the scrap or salvage disposed of by the Contractor shall be promptly paid to the office of the District Comptroller, or at the option of the office of the District Comptroller, shall be credited against the moneys due or to become due the Contractors.

SEC. 13. Insurance. Article 9 of the NSA-LUMPSUMREP Contract sets forth the Contractor's liabilities and obligations with respect to awarded work. Said Article 9 requires that the Contractor shall maintain insurance to cover such liabilities and obligations. Evidence of such insurance shall be submitted to the Chief, Division of Insurance, Washington, D. C., by the contractors for approval.

SEC. 14. Anti-Kickback and Davis-Bacon Acts. (a) All work awarded under the NSA-LUMPSUMREP Contract is subject to the provisions of the Anti-

Kickback Act, and is also subject to the provisions of the Davis-Bacon Act (except in those cases where the Invitations for Bids or job order state that the work covered thereby is not subject to the Davis-Bacon Act.) Article 24 of the NSA-LUMPSUMREP Contract requires the compliance of Contractor and its subcontractors with the applicable provisions of said acts. In this respect the Contractor agrees in the NSA-LUMPSUMREP Contract to comply with the regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act.

(b) The Contractor shall, as provided in Article 24 (a) of the NSA-LUMPSUMREP Contract, post at the site of the work the wage determination decision of the Secretary of Labor as provided in said Article 24 (a)

(c) It shall be the responsibility of the representative of the Authority awarding the work to determine that the Contractor has made the postings required by Article 24 (a) of the NSA-LUMPSUMREP Contract.

(d) In lieu of submitting weekly certified copies of all payrolls to the Authority, as provided in Article 24 (d) of the Master LUMPSUMREP Contract the Contractor shall maintain his weekly payrolls for a period of three years and submit weekly an affidavit that the payrolls of the Contractor for the preceding week are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each labor mechanic conforms with the work he performed. The Contractor shall also submit, and shall be responsible for the submission by its subcontractors of the Anti-Kickback Act affidavits as provided in Article 24 (f) of the Master LUMPSUMREP Contract. The Contractor shall submit one copy of each of the weekly payroll and Anti-Kickback Act affidavits to the Records Administration Section, Maritime Administration, Washington 25, D. C.

(e) The representative of the Authority shall require Contractors, pursuant to the provisions of Article 24 (d) of the NSA-LUMPSUMREP Contract, to classify or reclassify any class of laborers or mechanics employed on National Shipping Authority contract work and not listed in the Secretary of Labor's decision (schedule of wages). A report of such cases shall be forwarded to the District Ship Repair and Maintenance office for transmittal to the Office of Maritime Labor Policy.

(f) The representatives of the Authority shall be responsible for establishing procedures insuring that Contractors are complying with the Davis-Bacon Act and in cases of non-compliance withhold payment of contractors' invoices.

(g) The following certification shall be inserted by all contractors on all invoices rendered covering work awarded under the Master Repair Contract subject to the Anti-Kickback and Davis-Bacon Act.

I hereby certify that in performing the work for which the invoice was rendered that all applicable terms and conditions of the Anti-Kickback and Davis-Bacon Acts as provided in the Master Repair Contract and

regulations of the Department of Labor have been complied with.

SEC. 15. Subcontracts. Under Article 29 of the NSA-LUMPSUMREP Contract, the Contractor is authorized to subcontract portions of the work. However, the Contractor must obtain prior approval from the representative of the Authority, awarding the work, for each subcontract in an amount exceeding 10 percent of the contract price for the work covered by a job order or supplemental job order.

SEC. 16. Liquidated damages. (a) The liquidated damages payable for each calendar day of delay shall be placed on each job order and supplemental job order whether awarded on a competitive bid or negotiated basis.

(b) The completion certificates are to contain the date on which work is actually completed, whereas the job order and supplemental job orders are to contain a completion date based on a fair and reasonable estimate of time to be allowed the contractor to perform the work. Thus, the difference between the completion date specified on the job order or supplemental job orders and on the completion certificates will be the period for which liquidated damages are assessed. If an extension of an original completion date is considered justifiable, the completion certificates are to bear in detail in the space provided for "exceptions" the reasons why the completion dates were extended beyond that specified in the original job orders. The face of the Ship Repair Summaries (MA-195) shall reflect the amounts of liquidated damages. The penalty amount shall be deducted from the invoice prior to payment for the work involved.

SEC. 17. Performance of work resulting from damage sustained while undergoing repairs. (a) When damage is sustained by a vessel during performance of repairs under the NSA Master Contract, negotiations for accomplishment of work necessary to correct such damage are to be made with the repair contractor involved, if practicable, and a job order issued to the contractor for the repair of damage. Such job orders are to be assigned a new number and are not to be supplemental to the original award. The following "without prejudice" clause is to be made a part of and placed on each job order issued for the performance of work discussed in this section.

It is understood and agreed that the work covered by this job order is awarded and accepted without prejudice to, or waiver of, any rights of the United States or the Contractor.

(b) If it is determined that the contractor is at fault and the contractor refuses to accept the responsibility, the procedure outlined in Article 27 of the master repair contract shall be followed. It is to be understood that the payment of this type of account is to be withheld pending establishment that the contractor involved is relieved of all responsibility for the damage.

(c) In the event other than the original contractor effects the damage repairs immediate arrangements are to be

made by and through the General Agent to collect from the contractor considered responsible for the damages.

(d) A damage survey is to be conducted in all such cases and a report thereon submitted to the Chief, Division of Ship Repair and Maintenance, Washington, D. C.

SEC. 18. Group classifications. In the preparation of specifications, Job Orders, Supplemental Job Orders and Worksmalrep Contracts costs by Group Numbers as set forth and described below are to be inserted thereon:

- | Number: | Classification |
|---------|---|
| 41 | Maintenance Repairs (deck, engine and stewards department repairs resulting from wear and tear). |
| 42 | Original installation of, repairs to, and removal of national defense features. |
| 44 | Conversions (conversion of vessels to troop carriers, hospital ships, and for other special purposes). |
| 51 | Alterations, Additions and Betterments (additional equipment, such as, spar decks, heavy lift equipment, change of cargo or passenger space, increasing speed of vessel, and structural changes). |
| 52 | Strengthening of Newly Constructed Vessels (strengthening of vessels according to program). |
| 54 | Damage Repairs (claimed as a result of enemy action, heavy weather, stranding, collision, fire, stevedore damage, ice damage, and other damages). |

Note: All items chargeable to each separate casualty to be properly identified and segregated both with respect to casualty and cost.

- 63 Builders' and Vendors' Guaranty Work (repairs and replacements chargeable to builders and vendors of equipment—separate cost to be furnished for each item).
- 64 Repair Contractors' Guaranty Items (repairs to correct deficiencies due to faulty workmanship and/or materials incident to prior repairs performed under provisions of Master Repair Contract where responsible contractor did not effect the necessary corrections).
- 65 Other Costs (temporary lights, garbage disposal, tugs to shift vessel while in contractors' yard, and other miscellaneous work requiring distribution of costs over more than one group).
- 66 Miscellaneous Expenses Applicable to Voyage Operating Expense. (removal of cargo debris, fresh water when not required for testing purposes, cleaning cargo and other tanks where no repairs or alterations are involved, and other similar expenses).
- 67 Preparation of Vessels for Lay-up (stripping, draining and preservation. No repairs to be included in this grouping).

SEC. 19. Ship Repair Summaries. (a) Ship Repair Summaries shall be prepared on Form MA-159 by the General Agents and local offices of the Authority covering all work performed under their respective jurisdiction and submitted to the District Ship Repair and Maintenance office involved. The summaries must be properly identified and contain the correct cost breakdown as set forth in this order. If the summary covers work other than repairs related to a voyage, the summary must so state, e. g., reactivation, lay-up, idle status, etc. The District Ship Repair and Maintenance

office shall review the summaries and supports to ascertain that they have been properly prepared in all respects. The originals of all summaries unsupported shall be forwarded by the District offices to the Chief, Operating Cost Control Branch, Office of Ship Operations, National Shipping Authority, Washington, D. C., and two copies each of all summaries one of which is to be supported by one copy each of job orders; supplemental job orders, invitation for bids, specifications, invoices, itemized prices, completion certificates, ABS invoices and reports, purchase orders, price warehouse delivery tickets, property removal notices, WORKSMALREP Contracts, a statement that bid, performance and payment bonds were received and approved, abstract of bids containing the list of contractors invited to bid and response of each, an explanation of the basis for an award when the contract is not awarded to lowest bidder, listing of scrap, salvageable material and equipment removed from a vessel, etc., shall be forwarded to the Chief, Division of Ship Repair and Maintenance, Washington, D. C.

(1) Within 60 days after termination of the respective voyages for work awarded by General Agents.

Contractor	Contract No.	Vessel	Award	Amount	Start	Completed
Steamboat Repairs, Inc....	MA-600 J.O.1.....	John Doe.	Bid.....	\$15,000	Jan. 1, 1953	Jan. 10, 1953
Steamboat Repairs, Inc....	MA-600 J.O.1A....	John Doe.	Negotiated..	1,000	Jan. 11, 1953

(b) If no work was awarded during a reporting period, a report to that effect is to be made.

(c) The Coast Directors are to attach to their monthly reports, the originals of the monthly reports submitted by the General Agents pursuant to section 3 (d) of NSA Order 34 (SRM-3, Revised)

SEC. 21. Delegations of authority. (a) The term "authorized representative of the Authority" appears in several of the contract provisions of the NSA-LUMP-SUMREP Contract. The respective representatives of the authority are the "authorized representative of the Authority" for the respective contract provisions as set out in this section:

(b) Articles 1 and 2—Chief, Division of Ship Repair and Maintenance, Coast Directors, Chiefs of District Ship Repair and Maintenance offices, Chiefs of Local Ship Repair and Maintenance offices, and General Agents (within the General Agents' contract limitations) Article 3—Maritime Administration Marine Surveyors, Chief, Division of Ship Repair and Maintenance, Coast Directors, Chiefs of District Ship Repair and Maintenance offices, Chiefs of Local Ship Repair and Maintenance offices, and General Agents (within the General Agents' contract limitations) Article 4—Coast Directors, Chief, Division of Ship Repair and Maintenance, Chiefs of District Ship Repair and Maintenance offices, Chiefs of Local Ship Repair and Maintenance offices, and General Agents; Article 5—Maritime Administration Marine Surveyors and General Agents; Article 6—Coast Directors, Chief, Division of Ship Repair and Maintenance

(2) Within 30 days after completion of all work awarded by the Local Offices within a port area.

(b) In the event invoices for particular services are not available such as, American Bureau or Venders Inspectors fees, the summary is nevertheless to be prepared as outlined in this order and estimated costs for the missing billings set forth on the summary. Upon receipt of said invoices a supplementary summary shall promptly be prepared and distributed as outlined in this Section.

(c) If no work is performed under a General Agent's jurisdiction for a particular voyage, the General Agent must submit for distribution as stated herein a repair summary stating across the face that no repairs, either foreign or domestic, were performed for the particular voyage involved.

SEC. 20. Reports of awards. (a) The Coast Directors shall submit to the Chief, Division of Ship Repair and Maintenance, Washington, D. C., a monthly listing of all awards made under their jurisdiction. This listing shall reflect individually the complete contract number, contractor, vessel, type of award, e. g., negotiated or bid, costs and repair period. This listing shall be submitted substantially in the following form:

tenance, Chiefs of District Ship Repair and Maintenance offices, Chiefs of Local Ship Repair and Maintenance offices, and General Agents (within the General Agent's contract limitations), Article 7—Chiefs of District Ship Repair and Maintenance offices, Chiefs of Local Ship Repair and Maintenance offices, and Maritime Administration Marine Surveyors; Article 18 (d)—Coast Directors; Chief, Division of Ship Repair and Maintenance, Chiefs of District Ship Repair and Maintenance offices, Chiefs of Local Ship Repair and Maintenance offices, and General Agents in connection with work awarded by General Agents; Article 27—Coast Directors, Chiefs of District Ship Repair and Maintenance offices and Chiefs of Local Ship Repair and Maintenance offices.

Effective date. This order shall be effective upon the date of publication in the FEDERAL REGISTER.

Approved: July 24, 1953.

[SEAL] C. H. McGUIRE,
Director,
National Shipping Authority.

[F. R. Doc. 53-7422; Filed, Aug. 21, 1953; 8:43 a. m.]

[NSA Order No. 51 (SRM-6, Revised)]

SRM-6—PROCEDURE FOR ACCOMPLISHMENT OF SHIP REPAIRS UNDER NATIONAL SHIPPING AUTHORITY INDIVIDUAL CONTRACT FOR MINOR REPAIRS—NSA-WORKSMALREP

NSA Order No. 51 (SRM-6) published in the FEDERAL REGISTER issue of Novem-

State and name of defense rental area	Class	County or counties in defense rental area under regulation	Maximum rent date	Effective date of regulation
(17) Arizona		[Revoked and decontrolled]		
(34) California		[Revoked and decontrolled.]		
(36) Camp Roberts	ii	[Revoked and decontrolled.]	Jan 1, 1951	July 1, 1952
(39) Camp Roberts		SAN LUIS OBISPO COUNTY, except the town ship of Nipomo and the southern part of San Luis Obispo County, embracing the cities of San Simeon, Cambria, Cayucos, Morro Bay, Arroyo Grande, Pismo Beach, Shell Beach, Oceano Grover City, and San Luis Obispo		
(23) Delaware	o	[Revoked and decontrolled]	Aug 1, 1950	Sept 27, 1951
(370) Alaska		[Revoked and decontrolled.]		
(370a) Alaska		[Revoked and decontrolled]		

These amendments decontrol the following defense-rental areas on the initiative of the Director, Defense Rental Areas Division, Office of Defense Mobilization, under section 204 (c) of the act: Yuma, Arizona; Pittsburg-Camp Stoneman, California; Barstow, California; Dover, Delaware; Fairbanks and Kodiak, Alaska. These amendments also decontrol a portion of the Camp Roberts, California, Defense-Rental Area on the Director's initiative

[F R Doc 53-7452; Filed Aug 20 1953; 2:01 p m]

[Rent Regulation 3 Amdt 143 to Schedule A]

[Rent Regulation 4 Amdt 87 to Schedule A]

RR 3—HOTELS

RR 4—MOTOR COUNTS

SCHEDULE A—DEFENSE RENTAL AREAS

CERTAIN STATES

Effective August 22, 1953, Rent Regulation 3 and Rent Regulation 4 are amended so that the items of Schedule A indicated below read as set forth below

(Sec 204, 61 Stat 197, as amended; 50 U S C App Sup 1894)

Issued this 19th day of August 1953

GLENWOOD J SHERRARD,

Director,
Defense Rental Areas Division

Name of defense rental area	State	County or counties in defense rental area under regulation	Maximum rent date	Effective date of regulation
(17) Arizona	Arizona	[Revoked and decontrolled]		
(34) California	California	[Revoked and decontrolled.]		
(36) Camp Roberts	California	SAN LUIS OBISPO COUNTY, except the township of Nipomo and the southern part of San Luis Obispo County, embracing the cities of San Simeon, Cambria, Cayucos, Morro Bay, Arroyo Grande, Pismo Beach, Shell Beach, Oceano Grover City, and San Luis Obispo	Aug 1, 1950	Sept 27, 1951
(23) Delaware	Delaware	[Revoked and decontrolled]		
(370) Alaska	Alaska	[Revoked and decontrolled.]		
(370a) Alaska	Alaska	[Revoked and decontrolled]		

Directors, Chiefs of Local and District Ship Repair and Maintenance Offices and the General Agents to make awards under this form of contract, provided the aggregate cost of the work does not exceed \$2,000, and is within their expenditure limitations

SEC 5 Responsibility for duplicating copies of NSA-WORKSMALREP Contract. It will be the responsibility of the several Coast Districts Local and District Ship Repair and Maintenance Offices and the General Agents to duplicate copies of the work order form and general provisions to suit their respective needs

Effective date. This order shall be effective upon the date of publication in the FEDERAL REGISTER

Approved: July 24, 1953

[SEAL] C H McGURNE,

Director,
National Shipping Authority

[F R Doc 53-7423; Filed, Aug 21 1953; 8:40 a m]

Chapter XXI—Defense Rental Areas Division, Office of Defense Mobilization

[Rent Regulation 1, Amdt. 153 to Schedule A]

[Rent Regulation 2, Amdt 151 to Schedule A]

RR 1—HOUSING

RR 2—ROOMS IN ROOMING HOUSES AND OTHER ESTABLISHMENTS

SCHEDULE A—DEFENSE RENTAL AREAS

CERTAIN STATES

Effective August 22, 1953, Rent Regulation 1 and Rent Regulation 2 are amended so that the items of Schedule A indicated below read as set forth below

(Sec 204, 61 Stat 197, as amended; 50 U S C App Sup 1894)

Issued this 19th day of August 1953

GLENWOOD J SHERRARD

Director, Defense
Rental Areas Division

bel 22, 1951 (16 F R 11837) is hereby superseded and revised to read as follows:

Sec

- 1 What this order does.
- 2 Description of NSA-WORKSMALREP Contract
- 3 When the NSA-WORKSMALREP Contract may be used
- 4 Persons authorized to make awards under NSA-WORKSMALREP Contract
- 5 Responsibility for duplicating copies of NSA WORKSMALREP Contract

AUTHORITY: Sections 1 to 5 issued under sec 204, 49 Stat 1987 as amended; 49 U. S C 1114 Interpret or apply R S 3700; 41 U S C 5

SECTION 1 What this order does. This order authorizes the use of NSA-WORKSMALREP individual contract for minor repairs to Maritime Administration owned or controlled vessels. The procedure to be followed by the field personnel of the Authority, and General Agents of the Authority, and the ship repair contractors is set forth in the "General Provisions for Small Repairs" and, therefore, no further reference is made to said procedure herein.

SEC. 2. Description of NSA-WORKSMALREP Contract. This is an individual fixed price contract which may be awarded to any firm not holding an NSA-LUMP-SUM-REP Contract as a result of formal competitive bids, spot bids, or by negotiation for the performance of ship repair work. NSA Order No 46 (SRM-5, Revised) sets forth the conditions when work may be awarded on the basis of formal competitive bids, spot bids or negotiation, therefore, further reference thereto will not be made herein.

SEC. 3. When the NSA-WORKSMAL-REP Contract may be used. This contract may be used for awards to firms performing specialized work such as repairs to and adjustment of compasses, direction finders, radios, refrigerators, etc., as well as minor voyage repairs of a general nature and fees of the American Bureau of Shipping. The use of this contract is limited to awards not to exceed a total aggregate cost of \$2,000

SEC. 4. Persons authorized to make awards under NSA-WORKSMALREP Contract. Authority is hereby delegated to the Atlantic, Gulf and Pacific Coast

These amendments decontrol the following defense-rental areas on the initiative of the Director, Defense Rental Areas Division, Office of Defense Mobilization, under section 204 (c) of the act: Yuma, Arizona; Pittsburg-Camp Stoneman, California; Barstow, California, Dover, Delaware; Fairbanks and Kodiak, Alaska. These amendments also decontrol a portion of the Camp Roberts, California, Defense Rental Area on the Director's initiative.

[F. R. Doc. 53-7453; Filed, Aug. 20, 1953; 2:01 p. m.]

TITLE 39—POSTAL SERVICE

Chapter I—Post Office Department

PART 127—INTERNATIONAL POSTAL SERVICE: POSTAGE RATES, SERVICE AVAILABLE, AND INSTRUCTIONS FOR MAILING

MISCELLANEOUS AMENDMENTS

In Part 127 International Postal Service: Postage Rates, Service Available, and Instructions for Mailing make the following changes:

a. In § 127.3 *Letters and letter packages* delete "Dominican Republic" from

the list of countries appearing in paragraph (e) (2)

b. In § 127.242 *Dominican Republic* make the following changes:

1. In paragraph (a) redesignate subparagraph (9) as (10) and insert new subparagraph (9) to read as follows:

(9) *Dutiable articles (merchandise) prepaid at letter rate.* Accepted. (See § 127.3.)

2. In paragraph (a) (10) (i) delete the first sentence.

3. In paragraph (b) (6) change the caption "Observation" to the plural; designate the information thereunder as "(ii)" and insert new subdivision (i) to read as follows:

(i) Parcels exceeding \$100 in value must be accompanied by a consular invoice or by a commercial invoice legalized by a consul of the Dominican Republic, a Chamber of Commerce, or a notary.

(R. S. 161, 396, 398, as amended; secs. 304, 309, 42 Stat. 24, 25; 5 U. S. C. 22, 369; 372)

[SEAL]

ROSS RIZLEY,
Solicitor

[F. R. Doc. 53-7415; Filed, Aug. 21, 1953; 8:46 a. m.]

§ 909.303 *Budget of expenses of the Almond Control Board and rate of assessment for the crop year beginning July 1, 1953—(a) Budget of expenses.* For the crop year beginning July 1, 1953, expenses in the amount of \$43,000 are reasonable and likely to be incurred by the Almond Control Board for its maintenance and functioning and for such purposes as the Secretary may, pursuant to the provisions of the agreement and order, determine to be appropriate.

(b) *Rate of assessment.* The rate of assessment for the crop year beginning July 1, 1953, shall be, in lieu of the assessment rate specified in § 909.121 (a) of said agreement and order, thirteen-hundredths of a cent (.13 cent) for each pound of edible almond kernels received by each handler for his own account, except as to receipts from other handlers on which assessments have been paid.

Issued at Washington, D. C., this 19th day of August 1953.

[SEAL]

S. R. SMITH,
Director,
Fruit and Vegetable Branch.

[F. R. Doc. 53-7442; Filed, Aug. 21, 1953; 8:52 a. m.]

PROPOSED RULE MAKING

DEPARTMENT OF AGRICULTURE

Production and Marketing Administration

[7 CFR Part 909]

HANDLING OF ALMONDS GROWN IN CALIFORNIA

BUDGET OF EXPENSES OF ALMOND CONTROL BOARD AND RATE OF ASSESSMENT FOR CROP YEAR BEGINNING JULY 1, 1953

Notice is hereby given that the Department is considering the issuance of the proposed administrative rule herein set forth pursuant to the provisions of Marketing Agreement No. 119 and Order No. 9, regulating the handling of almonds grown in California (7 CFR 1952 Rev., Part 909) effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U. S. C. 601 et seq.)

Prior to the final issuance of such rule, consideration will be given to data, views, or arguments pertaining thereto which are submitted in writing to the Director, Fruit and Vegetable Branch, Production and Marketing Administration, United States Department of Agriculture, Washington 25, D. C., and which are received not later than the close of business on the tenth day after publication of this notice in the FEDERAL REGISTER, except that if the tenth day after publication should fall on a Saturday, Sunday, or holiday, such submission must be received by the Director not later than the close of business on the next following work day.

Pursuant to provisions of the aforesaid agreement and order, the Almond Control Board, the administrative agency

under said agreement and order has transmitted to the Secretary of Agriculture its recommendation as to the budget of expenses and the rate of assessment for the crop year beginning July 1, 1953. The Almond Control Board's recommendation, and other pertinent information and data have been considered in the Department. On the basis of such information and data, it is proposed that the budget of expenses be fixed at \$43,000. More than half of the proposed amount of the budget is composed of salaries, and most of the remainder is for board meetings, travel, rent, office supplies and equipment, legal services, and unappropriated reserve. This amount is in excess of the \$29,435.54 expended during the preceding crop year, but is believed to be reasonable and likely to be incurred by the Board because of the probable larger crop, increased operating costs, and expanded activities planned by the Board.

It is expected that almonds received by handlers for their own accounts (the quantity on which assessments will apply) during the crop year beginning July 1, 1953, will approximate 42,000,000 pounds of edible kernels. A rate of thirteen-hundredths of a cent (0.13 cent) per pound would result in collection of sufficient funds to meet the budget.

The agreement and order provide that funds collected in excess of expenditures within the authorized budget for any crop year shall be refunded pro rata to handlers from whom the assessments were collected.

Therefore, the proposed rule is as follows:

[7 CFR Part 982]

[Docket No. AO-238 A1, A2]

HANDLING OF MILK IN CENTRAL WEST TEXAS MARKETING AREA

NOTICE OF RECOMMENDED DECISION AND OPPORTUNITY TO FILE WRITTEN EXCEP- TIONS WITH RESPECT TO PROPOSED MAR- KETING AGREEMENT AND ORDER AMENDING ORDER, AS AMENDED

Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U. S. C. 601 et seq.), and the applicable rules of practice and procedure, as amended, governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), notice is hereby given of the filing with the Hearing Clerk of the recommended decision of the Assistant Administrator, Production and Marketing Administration, United States Department of Agriculture, with respect to a proposed marketing agreement and a proposed order amending the order, as amended, regulating the handling of milk in the Central West Texas marketing area. Interested parties may file written exceptions to this decision with the Hearing Clerk, United States Department of Agriculture, Washington 25, D. C., not later than the close of business the 10th day after its publication in the FEDERAL REGISTER. Exceptions should be filed in quadruplicate.

Preliminary statement. Public hearings, on the records of which the proposed amendment to the tentative marketing agreement and to the order, as amended, was formulated, were conducted at Abilene, Texas, on March 13 and May 25-26, 1953, pursuant to notices thereof which were issued on March 5 and May 6, 1953 (18 F. R. 1334, 2717). A decision of the Secretary of Agriculture issued April 7, 1953 (18 F. R. 2031)

and subsequent amendment to the order disposed of all issues of the March 13, 1953 hearing with the exception of a proposal for change in the location adjustment differentials to handlers. Testimony with respect to various proposals to change such differentials was received at the hearing held May 25-26, 1953 and the evidence with respect to all such proposals was considered in arriving at this decision.

The material evidence in the records of hearing related to proposals with respect to:

1. Expansion or contraction of the marketing area;
2. Changes in the definitions of "route" and of "approved plant";
3. The level of the Class I price and changes in the location adjustments applicable to the Class I price and to the price to producers;
4. The means of determining the price for Class II milk;
5. The pooling of milk; and
6. Transfers of producer bases.

Findings and conclusions. The following findings and conclusions are made on the basis of the evidence at the hearings and the records thereof:

1. The marketing area should continue to be defined by city boundaries, and the Cities of Albany, Anson, Hamlin, and Rotan should be included in the marketing area. A proposal to exclude from the marketing area the Cities of Big Spring, Colorado City, Lamesa, Midland, and Odessa should not be adopted.

The Central West Texas marketing area is presently defined by the boundaries of 19 cities. Milk received at or distributed from plants located in 7 of these cities, (Abilene, Brownwood, Lamesa, Midland, San Angelo, Stamford and Sweetwater) represents the principal distribution of milk in these cities and in the smaller towns and rural areas intervening between them. In addition to this distribution, milk is sold throughout the area by handlers regulated by the order for the North Texas marketing area, and there are minor sales in a few cities by handlers from Lubbock and Wichita Falls, who are exempt from full regulation of the order so long as each handler's distribution in the marketing area is less than 15 percent of his total Class I sales.

It was proposed that the marketing area be expanded to include all territory within 27 counties in Texas. This proposed marketing area would have included not only all the area intervening between the presently named cities but in addition some areas beyond. It was also proposed to delete from the list of cities presently included in the marketing area the Cities of Big Spring, Colorado City, Lamesa, Midland and Odessa. These five cities are situated farther west than other cities of the marketing area.

In approximately 20 of the 27 counties proposed it is evident that the distribution of milk is predominantly that of Central West Texas handlers and of handlers regulated by the North Texas order. The Class I prices of Central West Texas order is aligned with that of the North Texas order. Further it

appears that with the exception of a few cities near the northern boundary of this 20 county area the 19 cities of the marketing area represent the principal centers of urban population and are so located with respect to the smaller towns and rural population that it would be impractical for unregulated handlers to establish business without sales within the defined area. The Cities of Albany in Shackelford County, Anson, and Hamlin in Jones County, and Rotan in Fisher County have a combined population of approximately 12,000 and are located in the areas intervening between the City of Stamford and other cities now included in the marketing area. These cities should be included in the marketing area.

Andrews and Gaines Counties appear to be areas of fringe distribution for Central West Texas handlers, Lubbock handlers and a handler whose plant is located in New Mexico. Stonewall and Haskell Counties appear to be an area of fringe competition with Wichita Falls handlers. A handler whose plant is at Brady in McCulloch County competes with Central West Texas handlers for sales in that county and in Concho County but no justification was offered for extending regulation to these counties or the City of Brady beyond the possibility that the Brady handler might offer higher producer prices in periods of short supply, which could still happen if the handler were subject to regulation. There is no record that any Central West Texas handler sells milk in Eorden County.

The proposal to remove the Cities of Big Spring, Colorado City, Lamesa, Midland, and Odessa from the marketing area was made by a handler whose plant is located in Midland and was supported by some of the producers supplying this handler. It was contended that these western Texas cities constituted a deficit area which was not an integral part of the area of distribution for milk produced for the remaining cities of the marketing area. These cities contain more than 30 percent of the population of the present marketing area. Less than 15 percent of the producers whose milk is priced under the order are so located that they can deliver their milk to plants in Midland or Lamesa, the only cities of the group in which plants are presently operated, more readily than to plants in other parts of the area. There is, however, a substantial volume of milk which producers are in a position to deliver to plants in these cities. For several years one plant in Midland has received a major portion of its supply from producers in the eastern portion of the milkshed. The handler proposing the change discontinued in April certain receipts of producer milk which a cooperative association had arranged to supply his plant from producers in the eastern portion of the milkshed, and imported supplementary milk for Class I use instead. Less than half of this handler's Class I needs are currently being supplied by producer milk. Meanwhile another handler with a plant in Midland continues to use only producer milk for his Class I needs.

There is considerable intermingling of the producers supplying these Midland plants with producers supplying plants in Brownwood, San Angelo, and Abilene. A single producer's association represents all these producers and has taken effective steps to be in position to deliver milk to the plants where it is needed for fluid distribution. To exclude these western cities from the marketing area and thus remove from regulation and from the pool the producer milk supplied to plants in them would reintroduce some of the elements of disorderly marketing which the regulation seeks to correct. The proposal should not be adopted.

2. The definition of "route" should be changed to include all deliveries of specified products to a milk processing plant other than (a) those in bulk, and (b) those in consumer packages in a volume not in excess of that in Class I milk received in exchange from such milk processing plant.

The order presently defines a "route" as any delivery (including any delivery by a vendor or at a plant store) of certain named Class I milk products, other than to a milk processing plant. Plants from which routes are operated in the marketing area are subject to regulation. If such a plant is approved by and under the routine inspection of a health authority other than those of the marketing area, the plant is subject only to partial regulation if the volume of Class I milk disposed of on routes is less than 15 percent of such plant's total disposition of Class I milk.

It was proposed that deliveries to a milk processing plant be included in the route definition unless such deliveries were in bulk. There are, however, some Central West Texas handlers who have certain types of consumer packages of milk custom packaged for them in outside plants, to which they furnish bulk milk and receive packaged milk in return. The allocation provisions of the order recognize this practice and permit the receipts of packaged milk to be deducted from Class I milk to the extent that milk is transferred to the same plant as Class I milk.

Under the present provisions it is possible for a local handler with a small volume of producer milk to distribute the milk processed and packaged by an outside handler, so that such milk will escape regulation. It is concluded that the route definition should be amended to prevent this result. This can be done by restricting the exemption with respect to deliveries to milk processing plants to bulk deliveries and those deliveries of packaged milk which are on an exchange basis.

A proposal to consider a change with respect to the 15 percent limitations in the "approved plant" definition was not supported at the hearing other than to indicate that it was not intended that changes in the marketing area or the route definition should bring into the pool receipts of handlers now subject to only partial regulation. The changes provided for in this decision do not require any change in the "approved plant" definition.

3. The Class I pricing provisions of the order should not be changed.

The present order provides that the Class I price for the Central West Texas marketing area shall be determined by adding a differential to the Class I price under Order No. 43, regulating the handlings of milk in the North Texas marketing area. The resulting price is subject to location adjustments which apply at approved plants at which producer milk is received in accordance with the location of such plants. Similar adjustments are made in blend prices paid producers. Under this zoning arrangement, 15 cents is added to the North Texas Class I price in the Eastern part of the marketing area—commonly referred to as Zone 1, 35 cents in Zone 2 or the Central portion of the marketing area, and 55 cents is added in Zone 3 or the Western portion of the marketing area. A number of proposals were made both to eliminate and to change these differentials.

A substantial volume of milk, which is subject to pricing under the North Texas Order is bottled by North Texas handlers and distributed on routes in a number of cities in the Central West Texas marketing area. This situation prevailed prior to the issuance of the Central West Texas Order. Proponents for lower location adjustments contended that they are losing sales to North Texas handlers and that Class I prices should be reduced in order to improve the competitive position of Central West Texas handlers in the retail and wholesale market.

There are also areas in which there is competition for producers by the Central West Texas handlers and the North Texas handlers since the milksheds of the two areas overlap. The Counties of Hamilton, Erath and Eastland serve as a common source of supply for both areas. Under the present pricing differentials, there has been little or no shifting of producers between the North and Central West Texas areas.

It is generally recognized that conditions surrounding the production of milk, such as rainfall and pasture conditions and availability of mill feeds and roughages tend to become progressively less favorable from the Eastern to the Western portion of the Central West Texas production area. Milk production is more dense in the Eastern portion of the supply area and more milk is produced here than is consumed by the urban population of that area, while the Western area has a deficit. Consequently, the natural movement of milk in the Central West Texas marketing area is westward. In order to make possible the direct movement of milk by producers from the farm or by plants located in the Eastern portion of the production area, it is necessary to provide a somewhat higher level of Class I prices in the Central and Western zones. The additional transportation costs incurred by producers located in the Eastern zone who supply milk to plants located in the Central and Western zones conform very closely with the location differentials provided in the present order. The testimony presented at the hearings affords no basis for changing relative

prices in the different zones. There is no evidence of undesirable or uneconomical shifting of producers from handlers in one zone to another which can be attributed to price differentials. In fact the present differentials have contributed to a needed adjustment in the allocation of the available supplies of milk to plants in the different zones in accordance with their needs for Class I sales. Furthermore, since the area, as a whole, does not produce sufficient milk to meet the year-round requirements of the marketing area, the general level of prices for all zones cannot be reduced if production is to be maintained or increased.

Proponents' argument for reduced differentials, on the basis of competition from North Texas handlers, is not convincing. It is apparent from the record that after allowances are made for differences in the location of plants with respect to the various zones in the West Texas marketing area, the prices paid for producer milk utilized for Class I is not less to North Texas distributors than to Central West Texas distributors. The testimony failed to show that milk can be moved in bulk or in bottled form from North Texas plants into the Central West Texas marketing area for less than the Class I price differentials contained in the order. The cost of the raw product in bottled milk represents roughly 60 to 70 percent of the prevailing resale prices. Thus, there are several factors other than the cost of the raw product which affect resale prices and the competitive situation existing in the Central West Texas marketing area. The fact that some handlers may have higher processing or distributing costs than other distributors is not a sound reason to lower prices paid to producers for Class I milk. For these reasons no change should be made in the Class I pricing provisions at this time.

4. The price for Class II milk should be the higher of a formula price determined from the market prices of butter and nonfat dry milk solids or the average of the paying prices of three Texas milk manufacturing plants, except for the months of April, May and June, when the average of the paying prices of these three plants should determine the Class II price. The Class II price is presently the butter-powder formula price. The use of the higher of the two alternative formulas during all months except April, May, and June, and the use of the average paying prices of Texas milk plants during these months, will more nearly reflect the competitive market value for Class II milk in the Central West Texas area than the present formula.

Under this provision the Class II price of the Central West Texas order will be identical with that of the North Texas order. Class I prices of the Central West Texas order are determined at a fixed relationship to those of the North Texas market. It appears desirable that the Class II prices should be identical. Producers supported a handler proposal that this be done and no testimony in opposition was offered at the hearing. It is concluded that a better price rela-

tionship between the markets will be effected by adoption of the proposal.

5. The proposal to substitute individual handler pooling for the present market-wide pool in distributing returns to producers should not be adopted.

A handler who proposed removal of the western cities from the marketing area and the elimination of a higher Class I price differential which applies in this zone, also proposed that an individual-handler pool be used in determining payments to producers who supply his plant. The adoption of an individual-handler pool can be considered only with respect to its application to producer milk receipts at all plants subject to the regulation.

The Central West Texas area has been a deficit milk production area for several years. As a consequence, many handlers have very little capacity in their plants for handling milk for Class II uses. When seasonal surpluses appear, as occurred to a limited extent during the early spring of 1953, such handlers are not in a position to receive the total milk production of producers who are needed to supply Class I uses at other seasons of the year. Under the present market-wide pool, such milk can be received by handlers with more ample facilities or be diverted to manufacturing plants without reducing blend prices paid to their particular producers in relation to other handlers. It was necessary for the cooperative association to so divert considerable milk when the proponent handler stopped accepting milk of certain producers, during April 1953. These producers whose milk was diverted by the association continued to receive the uniform prices under the order through the market-wide pool. The record indicates that as production declines seasonally their milk is urgently needed for Class I use in the market. Under the individual handler pool such producers would have been deprived of any share of the Class I sales of the market and would probably have discontinued production of milk. There are few, if any, farmers in this area who produce milk exclusively for manufacturing uses and this indicates that manufacturing prices will not sustain dairy production even if manufacturing outlets were readily available.

The present equalization pool provides for the sharing of the burden of any seasonal reserve supply among all producers. It provides a greater opportunity for the cooperative association to direct milk to plants needing it for Class I use or to temporarily divert reserve supplies not needed for Class I requirements. The association has shown its ability to accomplish these functions. As previously indicated in this decision, the absence of market-wide pooling would reintroduce some of the elements of disorderly marketing which the regulation seeks to correct. Under the conditions existing in this area, a market-wide pool contributes to greater market stability than could be accomplished under an individual handler pool. The present system of pooling should be maintained.

6. No change should be made in the order with respect to the transfer of bases under the base rating plan.

Under the rules of the present base and excess plan, provision is made for the transfer of entire bases only to members of a producers' immediate family, in the event of death, retirement, or entry into military service or in the case of joint holdings to one of the joint holders. Producers and certain handlers propose that provision be made for the transfer of bases under other conditions.

Under the circumstances which bases may now be transferred, it is likely that the conditions surrounding the production of milk from a given enterprise will be changed little, if any, by such transfers. In most instances, herds will be kept intact and will continue under the same or similar management.

The purpose of the base rating plan of payment is to distribute the market proceeds from producer milk during the flush production season to individual producers in accordance with their individual deliveries during the short production season. Provision is made for each producer to establish a new base during the months of October through January of each year. Payment under the plan is made only in the three months of April through June of each year. In the other nine months producers are paid a market-wide uniform price. There are three months between the end of the base operating period and the start of a new base forming period in which producers are in no way affected by the plan. It is concluded, therefore, that the present plan permits a reasonable amount of time during each year for producers to change their operations or cease operation without influence of the base plan. To permit the free transfer of bases, as proposed by some parties, would tend to destroy the effectiveness of the plan and might encourage the trading of bases. Such is not the purpose of the base payment plan. Furthermore, the testimony clearly demonstrates the problems, particularly those of an administrative nature, which would become involved if further provisions were made for base transfers. For these reasons no changes should be made in the rules applying to the transfer of bases at this time.

General findings. (a) The proposed marketing agreement and the order, as amended, and as hereby proposed to be further amended, and all of the terms and conditions thereof will tend to effectuate the declared policy of the act;

(b) The parity prices of milk produced for sale in the said marketing area as determined pursuant to section 2 of the act are not reasonable in view of the price of feeds, available supplies of feeds and other economic conditions which affect market supply of and demand for such milk, and the minimum

prices specified in the proposed marketing agreement and in the order, as amended, and as hereby proposed to be further amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk and be in the public interest; and

(c) The proposed marketing agreement and the order, as amended and as hereby proposed to be further amended, will regulate the handling of milk in the same manner as, and are applicable only to persons in the respective classes of industrial and commercial activity specified in, the said marketing agreement upon which a hearing has been held.

Rulings on proposed findings and conclusions. Briefs were filed by representatives of cooperative associations of producers, by representatives of handlers, and by other interested persons.

These briefs contained statements of fact, proposed findings and conclusions, and arguments with respect to the provisions of the proposed amendments. Every point covered in the briefs was carefully considered along with the evidence in the record in making the findings and reaching the conclusions hereinbefore set forth. To the extent that the findings and conclusions proposed in the briefs are inconsistent with the findings and conclusions contained herein, the request to make such findings or to reach such conclusions is denied on the basis of the facts found and stated in connection with the conclusions in this recommended decision.

Recommended marketing agreement and order. The following amendments to the order are recommended as the detailed and appropriate means by which the foregoing conclusions may be carried out. The proposed amendments to the tentative marketing agreement are not repeated in this decision because the regulatory provisions thereof would be the same as those contained in the order with the following amendments:

1. Delete § 982.6 and substitute therefor the following:

§ 982.6 *Central West Texas marketing area.* "Central West Texas marketing area", hereafter called the marketing area, means all territory within the corporate limits of the following cities, all in the State of Texas.

Abilene	Hamlin
Albany	Lamesa
Anson	Midland
Ballinger	Odessa
Big Spring	Ranger
Breckenridge	Rotan
Brownwood	San Angelo
Cisco	Snyder
Coleman	Stamford
Colorado City	Sweetwater
Comanche	Winters
Eastland	

2. Delete § 982.14 and substitute therefor the following:

§ 982.14 *Route.* "Route" means any delivery (including any delivery by a vendor or at a plant store) of milk, skim milk, buttermilk, or flavored milk: drink other than to a milk processing plant (a) in bulk or (b) in consumer packages in a volume not in excess of that received as Class I milk during the month from such milk processing plant.

3. Delete § 982.51 and substitute therefor the following:

§ 982.51 *Class II milk.* Subject to the provisions of § 982.52 the minimum price per hundredweight to be paid by each handler for milk received at his plant from producers and classified as Class II milk shall be the price computed pursuant to paragraph (a) of this section for the months of April, May, and June, and the higher of the prices computed pursuant to paragraphs (a) and (b) of this section for all other months:

(a) The average of the basic or field prices reported to have been paid or to be paid for ungraded milk of 4.0 percent butterfat content received from farmers at the following plants or places for which prices have been reported to the market administrator or to the Department:

Carnation Co., Sulphur Springs, Tex.
The Eorden Co., Mount Pleasant, Tex.
Lamar Creamery, Paris, Tex.

(b) The sum of the plus values computed as follows:

(1) From the simple average as computed by the market administrator of the daily wholesale selling prices (using the mid-point of any price range as one price) per pound of Grade A (92-score) bulk creamery butter per pound at Chicago, as reported by the Department during the month, subtract 3 cents, add 20 percent thereof, and multiply by 4.0.

(2) From the simple average as computed by the market administrator of the weighted averages of carlot prices per pound for nonfat dry milk solids, spray and roller process, respectively, for human consumption, f. o. b. manufacturing plants in the Chicago area, as published for the period from the 26th day of the preceding month through the 25th day of the current month by the Department, deduct 5.5 cents, multiply by 8.5 and multiply by 0.96.

Filed at Washington, D. C., this 19th day of August 1953.

[SEAL] GEORGE A. DICE,
Acting Assistant Administrator.

[F. R. Doc. 53-7443; Filed, Aug. 21, 1953; 8:53 a. m.]

NOTICES

DEPARTMENT OF THE TREASURY

Bureau of Customs

[492.23]

PLASTIC BADMINTON SHUTTLECOCKS

TARIFF CLASSIFICATION

AUGUST 18, 1953.

The Bureau, by its letter to the collector of customs, New York, New York, dated August 18, 1953, ruled that plastic badminton shuttlecocks are classifiable as articles similar to articles composed wholly or in chief value of feathers under paragraph 1518, Tariff Act of 1930, as modified, by virtue of the similitude clause in paragraph 1559 of the act, rather than as nonenumerated manufactured articles under paragraph 1558.

As this ruling will result in the assessment of duty at a higher rate than has been heretofore assessed under an established and uniform practice, it will be applied to such or similar merchandise only when entered, or withdrawn from warehouse, for consumption after 90 days from the date of publication of an abstract of this decision in a forthcoming issue of the weekly Treasury Decisions.

[SEAL] D. B. STRUBINGER,
Acting Commissioner of Customs.

[F. R. Doc. 53-7434; Filed, Aug. 21, 1953;
8:50 a. m.]

DEPARTMENT OF DEFENSE

Office of the Secretary

ASSISTANT SECRETARY OF DEFENSE (PROPERTIES AND INSTALLATIONS)

DUTIES AND RESPONSIBILITIES

Pursuant to the authority vested in me by the National Security Act of 1947, as amended, and by Reorganization Plan No. 6 of 1953, the Assistant Secretary of Defense (Properties and Installations) established by Department of Defense directive 5105.1 dated June 30, 1953, shall, in addition to such responsibilities as may be hereafter assigned, have the following responsibilities:

1. Providing advice and assistance to the Secretary of Defense and his staff on matters pertaining to properties and installations.

2. Developing policies and procedures for the Department of Defense in the broad fields of real estate acquisition, utilization and disposal; construction; real property maintenance and management; and family housing. These responsibilities shall extend but be not limited to industrial production facilities, lands, housing, buildings, ports, bases, and all other installations which may come under the Department's supervision.

3. Initiating whatever action is necessary to insure the development of sound construction programs under appropriated and non-appropriated funds in the military departments including the need

therefor, and the development of adequate information to substantiate such programs. Such actions may include but shall not be limited to the following:

a. Developing such uniform design criteria and construction standards for application by the military departments in various public works construction programs as may be determined to be in the interest of economy and effective utilization.

b. Providing basic instructions and planning assumptions for the preparation and submission of public works construction programs by the military departments.

c. Reviewing and integrating public works construction programs of the military departments to assure that they are fully justified as to need in relation to strategic requirements, effective as to intended purpose and economical as to cost, type of building and location.

d. Recommending public works construction programs for the Department of Defense.

e. Making such post-authorization and post-appropriation determinations, including approval of reprogramming and recommending apportionment, as may be required to permit the orderly and efficient accomplishment of the programs.

f. Determining, after consultation with the Assistant Secretary of Defense (Comptroller) that emergency construction as provided under section 612 of the Department of Defense Appropriations Act for 1954 is urgently required in the interest of national defense.

4. Reviewing the real property requirements of the military departments as to need.

5. Developing policies and criteria governing the acquisition, expansion or restoration of real properties by the military departments to meet requirements other than by new construction, including the determination of the reasonableness of cost thereof.

6. Developing policies and criteria to assure that real property acquired on a loan or lease basis from states, municipalities or private enterprise is acquired at reasonable prices, and is utilized and maintained in the most economical manner.

7. Developing policies and criteria governing the sale or lease of Government owned property under the control of the Department of Defense to private enterprise or local governments, including provisions for appropriate recapture or security clauses and proper maintenance by leasees.

8. Developing uniform plans and policies for the provision and administration of family housing of the Services, both for the Zone of the Interior and overseas.

9. Developing design standards and cost criteria for family housing, both permanent and temporary.

10. Developing procedures for the procurement of family housing.

11. Developing criteria for obtaining requirements for family housing from the Services; review, approve and assemble these requirements into a single program; and, through normal legislative channels, support the introduction and justification of necessary legislation to expeditiously provide family housing in accordance with the approved requirements.

12. Conducting continuing studies of family housing conditions and requirements and associated matters and report the results thereof and action thereon to the Secretary of Defense.

13. Providing for the maintenance of adequate records of inventory by the military departments of real properties, installations and family housing facilities which are authorized, under construction and in existence.

14. Coordinating, as required, the activities of the military departments in the field of properties and installations to eliminate unnecessary duplication of effort and expenditure.

15. Representing the Department of Defense with other governmental, non-governmental and international organizations on properties and installations matters of mutual interest or responsibility.

16. Participation with the Assistant Secretary of Defense (Supply and Logistics) in the formulation of construction programs for industrial and commercial activities when determinations have been made as to the need for such facilities.

17. Collaborating with the Assistant Secretary of Defense (Supply and Logistics) in:

a. Approving such changes as may be proposed in the status or control of industrial or commercial type facilities, and

b. Administering the responsibilities of the Secretary of Defense with respect to the reserve of plants provided for in the National Industrial Reserve Act of 1948 (Pub. Law 883, 80th Cong.)

The Assistant Secretary of Defense (Properties and Installations) is hereby delegated the authority to obtain such reports and information from the military departments as are necessary to carry out his responsibilities and is authorized to request the military departments to issue the necessary directives to obtain such reports and information.

In the performance of these functions, the Assistant Secretary of Defense (Properties and Installations) will, to the extent practicable, utilize the advice, assistance and appropriate facilities of the military departments. Such utilization shall not, however, be so construed or so utilized as to circumvent the established command channels through the secretaries of the military departments for the formal communication of approved policies, plans or other directives.

Directives recommended by the Assistant Secretary (Properties and Installations) which intend to change established policies or procedures will be signed by the Secretary or Deputy Secre-

tary of Defense and their implementation will be accomplished by the secretaries of the military departments or their designated agents.

Department of Defense directives 5131.1, Director of Installations, dated September 20, 1952, and 5131.2, Armed Forces Housing Agency, dated September 25, 1952, are rescinded and all other directives or memoranda or parts thereof, to the extent they are inconsistent with the provisions of this directive, are modified accordingly or rescinded, as appropriate.

C. E. WILSON,
Secretary of Defense.

AUGUST 13, 1953.

[F. R. Doc. 53-7412; Filed, Aug. 21, 1953; 8:54 a. m.]

DEPARTMENT OF JUSTICE

Office of Alien Property

[Vesting Order 18520, Amdt.]

NATIONALS OF THE NETHERLANDS

In re: Domestic scheduled securities owned by nationals of The Netherlands. F-49-1688.

Vesting Order 18520, dated September 27, 1951, as amended, is hereby further amended as follows and not otherwise:

By deleting from Exhibit A, attached thereto and by reference made a part thereof, all reference to one (1) \$1,000 Atchison, Topeka and Santa Fe Railway Company (The) General Mortgage 4 percent Bond due October 1, 1955, No. 4707 and all coupons appertaining thereto, including coupon dated April 1, 1943.

All other provisions of said Vesting Order 18520, as amended, and all actions taken by or on behalf of the Attorney General of the United States in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on August 18, 1953.

For the Attorney General.

[SEAL] DALLAS S. TOWNSEND,
Assistant Attorney General,
Director Office of Alien Property.

[F. R. Doc. 53-7436; Filed, Aug. 21, 1953; 8:51 a. m.]

[Vesting Order 18521, Amdt.]

NATIONALS OF THE NETHERLANDS

In re: Domestic scheduled securities owned by nationals of The Netherlands. F-49-1688.

Vesting Order 18521, dated September 27, 1951, as amended, is hereby further amended as follows and not otherwise:

By deleting from Exhibit A, attached thereto and by reference made a part thereof, all reference to one (1) \$1,000 Missouri Pacific Railroad Company 4 percent General Mortgage Bond due March 1, 1975, No. 17652.

All other provisions of said Vesting Order 18521, as amended, and all actions

taken by or on behalf of the Attorney General of the United States in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on August 18, 1953.

For the Attorney General.

[SEAL] DALLAS S. TOWNSEND,
Assistant Attorney General,
Director Office of Alien Property.

[F. R. Doc. 53-7437; Filed, Aug. 21, 1953; 8:51 a. m.]

DEPARTMENT OF AGRICULTURE

Commodity Credit Corporation

SALES OF CERTAIN COMMODITIES AT FIXED PRICES

AUGUST 1953 DOMESTIC AND EXPORT PRICE LISTS

Pursuant to the Pricing Policy of Commodity Credit Corporation issued March 22, 1950, as amended January 9, 1953 (15 F. R. 1583, 18 F. R. 176) and subject to the conditions stated therein, the following commodities are available for sale in the quantities and at the prices stated:

AUGUST 1953 EXPORT PRICE LIST

Commodity and approximate quantity available (subject to prior sale)	Export price list
Cottonseed oil, refined, 727,000,000 pounds. ¹	B11 basis f. o. b. tankers or tankwagons at points of storage locations.
Cottonseed oil, crude, 10,000,000 pounds. ¹	B11 basis f. o. b. tankers or tankwagons at producer's mills.
Linseed oil, raw, 182,000,000 pounds. ¹	B11 basis f. o. b. tankers at points of storage locations.
Olive oil, edible, 188,000 gallons. ¹	B11 basis in 100-gallon drums f. o. b. points of storage locations.
Peanuts, farmer's stock, bagged: Virginia type: 1951 Crops—42,000 tons. 1952 Crops—17,000 tons. Spanish: 1952 Crop—3,000 tons. Runners: 1952 Crop—23,000 tons.	B11 basis f. o. b. points of storage locations on a sound mature kernel basis, subject to a maximum of \$1.25 per ton for each full 1 percent extra-large kernel in excess of 15 percent (Virginia-type only), discounts for damage for each 1 percent damage in excess of 1 percent acceptable to the 1953 schedule of discounts for damage (all types). Discounts for foreign material will be at the rate of \$1 per ton for each 1 percent foreign material in excess of 4 percent.
Dry Edible Beans.....	No. 1 Grade delivered on truck at point of location, on basis of car and freight paid to f. o. b. vessel at location shown below. Prices quoted below subject to discounts of 5 cents per hundredweight to purchasers of more than one carlot, 10 cents per hundredweight to purchasers of more than five carlots. Beans purchased must be exported within 120 days of the date of purchase, unless otherwise agreed upon by CCC.
Light red kidney, beans, bagged (1952 crop), 13,000 hundredweight. ¹	No. 1 Grade 1952 crop: \$9.25 per 100 pounds basis f. a. s. New York. Additional quantities may be made available during month. Available Chicago PMA Commodity Office.
Great Northern, bagged, 1951 crop, 9,250 hundredweight. ¹	\$9.50 per 100 pounds basis f. a. s. Gulf ports. Additional quantities may be made available during month. Available Kansas City PMA Commodity Office.
Oats, bulk, 12,250,000 bushels. ¹	Discount for grades on all beans: No. 2, 25 cents less than No. 1; No. 3, 50 cents less than No. 1.
Corn, bulk 50,000,000 bushels. ¹	Market price on date of sale at point of delivery, provided delivery takes place within 15 days unless otherwise agreed upon.
Flaxseed, bulk.....	Market price on date of sale at point of delivery, provided delivery takes place within 15 days unless otherwise agreed upon.
Midwest area, 4,115,000 bushels. ¹	Information covering quantities and locations of the Midwest flaxseed can be secured from the Chicago and Minneapolis PMA Commodity offices. Similar information on the Texas flaxseed can be secured from the New Orleans PMA Commodity office. Offers are invited and will be considered on the basis of quantity as well as price, and will not be accepted for less than the minimum carlot weight as prescribed by railroad carrier's regulation at point of storage.
Texas area, 253,000 bushels. ¹	Market price on date of sale at place of delivery, provided delivery takes place within 15 days unless otherwise agreed upon. Basis No. 2 or better Grade green or yellow cowpeas. Market differentials will apply to other grades and grades. Available Minneapolis, Kansas City, and Chicago PMA Commodity offices.
Soybeans, bulk, 3,545,000 bushels. ¹	Hydraulic & Expeller Process: \$2 per short ton basis 41 percent protein cottonseed meal; \$5 discount for 25 percent protein no guarantee on fat content; or, \$2 per short ton basis 45 percent combination protein and fat cottonseed meal, discounts or premiums to apply for other combinations. Available f. a. s. South Atlantic, Gulf, and West Coast ports. Information covering quantities and locations can be obtained from the New Orleans PMA Commodity office.

¹ These same lots also are available at domestic sales prices announced to day.

AUGUST 1953 DOMESTIC PRICE LIST

Commodity and approximate quantity available (subject to prior sale)	Domestic sales price
Nonfat dry milk solids, in carload lots only, 325,000,000 pounds, spray; 50,000,000 pounds, roller.	Spray process, U. S. Extra Grade, 17 cents per pound, roller process, U. S. Extra Grade, 15 cents per pound. Prices apply "in store" at location of stocks in any State ("in store" means at the processor's plant or in storage at warehouse, but with any prepaid storage and outhandling charges for the benefit of the buyer).
Ealted creamery butter (in carload lots only), 250,000,000 pounds.	U. S. Grade A and higher: All States except those listed below, 63.75 cents per pound; New York, New Jersey, Pennsylvania, New England and other States bordering the Atlantic Ocean and Gulf of Mexico, 62.50 cents per pound; California, Oregon, and Washington, 63.75 cents per pound. U. S. Grade B: 2 cents per pound less than Grade A prices. Prices apply "in store" at location of stocks in those States where butter is stored ("in store" means at the processor's plant or warehouse, but with any prepaid storage and outhandling charges for the benefit of the buyer).
Cheddar cheese, cheddar and twin styles (standard moisture basis, in carload lots only), 250,000,000 pounds.	U. S. Grade A and higher: All States except those listed below, 39 cents per pound; New York, New Jersey, Pennsylvania, New England and other States bordering the Atlantic and Pacific Oceans and Gulf of Mexico, 40 cents per pound. U. S. Grade B: 1 cent per pound less than Grade A prices. Prices apply "in store" at location of stocks in those States where cheese is stored. All prices are subject to usual adjustment for moisture content ("in store" means at the processor's plant or warehouse, but with any prepaid storage and outhandling charges for the benefit of the buyer).

AUGUST 1953 DOMESTIC PRICE LIST—Continued

Commodity and approximate quantity available (subject to prior sale)	Domestic sales price
Hay vetch seed bagged 271 040 hundredweight	\$1.10 support price per 100 pounds, f. o. b. point of production plus any paid in freight as applicable basis current freight rate at time of sale. Available Portland, Dallas, and New Orleans PMA Commodity offices
Birdfoot trefoil seed bagged 1 160 hundredweight	\$8.75 per 100 pounds, f. o. b. point of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Portland PMA Commodity office.
Rough pea seed bagged 10 687 hundredweight	\$5.50 per 100 pounds, f. o. b. point of production, plus any paid in freight as applicable basis current freight rate at time of sale. Available Portland New Orleans, and Dallas PMA Commodity offices
Primer slender wheats seed (certified) bagged 400 hundredweight	\$31.50 per 100 pounds, f. o. b. point of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Portland and Minneapolis PMA Commodity offices
Alfalfa seed, Northern, bagged 211 969 hundredweight	\$37.50 per 100 pounds, f. o. b. area of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Portland PMA Commodity office.
Alfalfa seed, central, bagged 14 550 hundredweight	\$39.00 per 100 pounds, f. o. b. area of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Portland PMA Commodity office.
Alfalfa seed, Southern, bagged 170 hundredweight	\$22.00 per 100 pounds, f. o. b. area of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Portland PMA Commodity office.
Alfalfa seed (certified), bagged: Pioneer—574 hundredweight; Yukon—574 hundredweight; Gullhorn—3 402 hundredweight; Buffalo—3 473 hundredweight; Alfalfa seed (Chilman certified) bagged 99 hundredweight	\$43.70 per 100 pounds, f. o. b. area of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Portland PMA Commodity office.
Tall fescue seed (common) bagged 85 680 hundredweight	\$23.70 per 100 pounds, f. o. b. area of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Portland PMA Commodity office.
Tall fescue seed (certified) bagged 32 863 hundredweight	\$21.50 per 100 pounds, f. o. b. area of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Portland PMA Commodity office.
Oats bulk 12 259 000 bushels	\$29.00 per 100 pounds, f. o. b. area of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Portland and Dallas PMA Commodity offices.
Corn bulk 50 000 000 bushels	At points of production, basis in store, the market price but not less than the applicable 1953 county loan rate for No. 3 yellow plus: (1) 33 cents per bushel if received by truck, or (2) 29 cents per bushel if received by rail or barge; at other locations, the foregoing plus average paid in freight. Examples of minimum prices per bushel: Chicago, No. 3 yellow, \$2.07; St. Louis, No. 3 yellow, \$2.09; Minneapolis, No. 3 yellow, \$1.95; Omaha, No. 3 yellow, \$2.06; Kansas City, No. 3 yellow, \$2.05. For other classes grades and quality, market differentials will apply.
Soybeans, bulk (for crushing only) 3 645 000 bushels	At points of production, basis in store, the market price but not less than the applicable 1953 county loan rate for No. 3 yellow plus: (1) 33 cents per bushel if received by truck, or (2) 29 cents per bushel if received by rail or barge; at other locations, the foregoing plus average paid in freight. Examples of minimum prices per bushel: Chicago, No. 3 yellow, \$2.07; St. Louis, No. 3 yellow, \$2.09; Minneapolis, No. 3 yellow, \$1.95; Omaha, No. 3 yellow, \$2.06; Kansas City, No. 3 yellow, \$2.05. For other classes grades and quality, market differentials will apply.
Flaxseed bulk (for crushing only) 280 000 bushels	Market price but not less than the applicable 1953 loan rate at points of production, basis on track, for No. 2 or better Grade green or yellow soybeans. Market differentials will apply to other classes and grades. This offer subject to withdrawal without notice. Available Minneapolis Kansas City, and Chicago PMA Commodity offices
Cottonseed meal cake and pellets (bulk): Meal—253,000 short tons; Cake—11,000 short tons; Pellets—1 000 short tons	\$3.05 per bushel for No. 1 Grade basis on track Galveston, Tex. For other grades, market differentials will apply.

AUGUST 1953 DOMESTIC PRICE LIST—Continued

Commodity and approximate quantity available (subject to prior sale)	Domestic sales price
Cottonseed oil refined 727 000 000 pounds	Market price or 1734 cents per pound b. n. s. y. f. o. b. tankcars or tankwagons at points of storage locations, whichever is higher. Above prices will not be reduced during period ending August 31, 1953.
Cottonseed oil crude 10 000 000 pounds	Market price or acquisition price for specified areas f. o. b. tankcars or tankwagons at producer's mills, whichever is higher. Above prices will not be reduced during period ending August 31 1953.
Linseed oil, raw 180 600 000 pounds	Market price on date of sale
Olive oil edible 188 000 gallons	Market price or \$2.08 per gallon in 55-gallon drums whichever is higher f. o. b. points of storage locations
Dry edible beans	On all beans for areas other than those shown below, adjust price upward or downward by an amount equal to the price support program differential between areas. Where no price support differential occurs, the price listed will apply. For other grades of all beans, adjust by market differentials. Prices listed below, on all beans, are at point of production. Amount of paid-in freight to be added as applicable.
Great Northern, bagged 9 206 hundredweight	No. 1 Grade 1951 crop: \$3.55 per 100 pounds basis f. o. b. Morrill, Nbr. area. Additional quantities may be made available during month. Available Kansas City PMA Commodity office.
Large lima, bagged 72 000 hundredweight	No. 1 Grade 1952 crop: \$3.24 per 100 pounds basis f. o. b. California area. Additional quantities may be made available during month. Available Portland PMA Commodity office.
Light red kidney, bagged 13 000 hundredweight	No. 1 Grade 1953 crop: \$3.85 per 100 pounds, basis f. o. b. New York shipping point. Additional quantities may be made available during month. Available Chicago PMA Commodity office.
Seeds	On all seeds except lentils. Offer price to be accepted for less than the minimum weight as prescribed by official carrier's regulation at point of storage. However, if better quality available at any location is less than carrier offers will be accepted for the entire lot.
Common and Wilmotte vetch seed, bagged 207 340 hundredweight	\$6.00 per 100 pounds, f. o. b. point of production, plus any paid in freight as applicable basis current freight rate at time of sale. Available Dallas Portland and New Orleans PMA Commodity offices
Red clover seed (uncertified) bagged 116,730 hundredweight	\$36.75 per 100 pounds, f. o. b. point of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Portland, Chicago City, Minneapolis, and New Orleans PMA Commodity offices.
Red clover seed (certified), bagged 1 010 hundredweight	\$36.75 per 100 pounds, f. o. b. point of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Portland and Kansas City PMA Commodity offices
Midland — 620 hundredweight	\$43.00 per 100 pounds, f. o. b. point of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Portland PMA Commodity office.
Red clover seed (Hemland certified) bagged 64 hundredweight	\$183.00 per 100 pounds, basis f. o. b. point of production, plus any paid in freight as applicable. \$100 in lots of 60,000 pounds or more. Above prices will not be reduced during period ending October 31 1953. Available Portland and Minneapolis PMA Commodity offices
Ladino clover seed (certified) bagged 102 710 hundredweight	\$18.00 per 100 pounds, f. o. b. point of production, plus any paid in freight as applicable basis current freight rate at time of sale. Available Portland and New Orleans PMA Commodity offices
Crimson clover seed, bagged 1 010 hundredweight	\$30.45 per 100 pounds, f. o. b. point of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Kansas City Minneapolis Chicago, and Portland PMA Commodity offices
Blenial sweet clover seed bagged 25 200 hundredweight	\$10.50 per 100 pounds, f. o. b. point of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Dallas PMA Commodity office.
Huban sweet clover seed bagged 46 hundredweight	\$27.00 per 100 pounds, f. o. b. point of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Portland and Chicago PMA Commodity offices.
Alsiko clover seed bagged 37 075 hundredweight	\$15.75 per 100 pounds, f. o. b. point of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Portland and Chicago PMA Commodity offices.
Smooth bromegrass seed (uncertified), bagged 137 hundredweight	\$22.50 per 100 pounds, f. o. b. point of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Portland PMA Commodity office.
Smooth bromegrass seed (certified) bagged 315 hundredweight	\$21.00 per 100 pounds, f. o. b. point of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Portland PMA Commodity office.
Mountain bromegrass seed (brunat certified) bagged 350 hundredweight	\$21.00 per 100 pounds, f. o. b. point of production, plus any paid in freight as applicable basis current freight rate at time of sale. Price will not be reduced during period ending June 30 1954. Available Portland PMA Commodity office.

1 These same lots also are available at export sales prices announced today.

AUGUST 1953 DOMESTIC PRICE LIST—Continued

Commodity and approximate quantity available (subject to prior sale)	Domestic sales price
Wool, shorn and pulled grease (including some scoured) 97,500,000 pounds.	Sales of wool will be made at prices reflecting not less than 115 percent of the price support appraisal value per pound, Boston basis, adjusted for net freight on wool stored outside the Boston storage area. Sales will be made to ex-warehouse where the wool is stored. Available Boston FMA Commodity office.

The above prices will not be applicable to sales made in connection with drought relief programs carried out in disaster areas.

(Public Law 439, 81st Cong.)

Issued: August 14, 1953.

[SEAL]

HOWARD H. GORDON,
Executive Vice President,
Commodity Credit Corporation.

[F. R. Doc. 53-7358; Filed, Aug. 21, 1953; 8:45 a. m.]

OFFICE OF DEFENSE MOBILIZATION

Defense Rental Areas Division

DESIGNATION OF AREA RENT DIRECTOR

Jacob Muchin, of the Defense Rental Areas Division, Office of Defense Mobilization, Washington, D. C., is hereby designated as Area Rent Director for all Defense Rental Areas under the Housing and Rent Act of 1947, as amended.

Issued and effective this 19th day of August 1953.

GLENWOOD J. SHERRARD,
Director

Defense Rental Areas Division.

[F. R. Doc. 53-7451; Filed, Aug. 20, 1953;
2:01 p. m.]

FEDERAL POWER COMMISSION

[Docket No. G-2198]

ARKANSAS LOUISIANA GAS CO.

ORDER FIXING DATE OF HEARING

On June 24, 1953, Arkansas Louisiana Gas Company (Applicant) a Delaware corporation with its principal place of business in Shreveport, Louisiana, filed an application as amended on August 10, 1953, for a certificate of public convenience and necessity pursuant to section 7 of the Natural Gas Act, authorizing the construction and operation of certain natural-gas transmission facilities, subject to the jurisdiction of the Commission, as described in the application as amended, on file with the Commission and open to public inspection.

The Commission finds:

(1) This proceeding is a proper one for disposition under the provisions of § 1.32 (b) (18 CFR 1.32 (b)) of the Commission's rules of practice and procedure.

(2) It is reasonable and in the public interest and good cause exists for fixing the date of hearing in this proceeding less than 15 days after publication of this order in the FEDERAL REGISTER.

The Commission orders:

(A) Pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Com-

mission by sections 7 and 15 of the Natural Gas Act, and the Commission's rules of practice and procedure, a hearing be held on August 28, 1953, at 9:30 a. m., e. d. s. t., in the Hearing Room of the Federal Power Commission, 441 G Street NW., Washington, D. C., concerning the matters involved and the issues presented by the application herein. *Provided, however* That the Commission may, after a noncontested hearing, dispose of the proceeding pursuant to provisions of § 1.32 (b) of the Commission's rules of practice and procedure.

(B) Interested State commissions may participate as provided by §§ 1.8 and 1.37 (f) (18 CFR 1.8 and 1.37 (f)) of the said rules of practice and procedure.

Adopted: August 18, 1953.

Issued: August 19, 1953.

By the Commission.

[SEAL]

J. H. GUTHRIE,
Acting Secretary.

[F. R. Doc. 53-7431; Filed, Aug. 21, 1953;
8:50 a. m.]

SECURITIES AND EXCHANGE COMMISSION

[File No. 31-607]

ARKANSAS-MISSOURI POWER CO.

NOTICE OF FILING OF APPLICATION FOR TEMPORARY EXEMPTION

AUGUST 17, 1953.

Notice is hereby given that Arkansas-Missouri Power Company ("Arkansas-Missouri") a public utility company and a holding company, has filed an application requesting a temporary exemption from the provisions of the Public Utility Holding Company Act of 1935 ("act") pursuant to section 3 (a) (2) thereof, for itself and its subsidiaries, Associated Natural Gas Company ("Associated") a gas utility company, and Mo-Ark Ice Company ("Mo-Ark") and Ark-Mo Ice Company ("Ark-Mo"), both of which are ice companies.

Notice is further given that any person may, not later than September 3, 1953, at 5:30 p. m., e. d. s. t., request the Commission in writing that a hearing be held on such matter, stating the nature of his interest, the reasons for such request, and the issues, if any, of fact or law

raised by such application proposed to be controverted, or may request that he be notified if the Commission should order a hearing thereon. Any such request should be addressed: Secretary, Securities and Exchange Commission, 425 Second Street NW., Washington 25, D. C. Said application may be granted at any time after September 3, 1953.

All interested persons are referred to said application which is on file in the offices of the Commission for a statement of the facts contained therein, which are summarized as follows:

Arkansas-Missouri, an Arkansas corporation, is engaged in the generation, purchase, transmission, and distribution of electric energy and in the purchase, transmission and retail distribution of natural gas in northeastern Arkansas and southeastern Missouri. For the 12 months ended December 31, 1952, Arkansas-Missouri reported gross electric operating revenues of \$6,689,066 and gross gas operating revenues of \$7,912. The net income from all sources amounted to \$820,991.

On March 11, 1953, Arkansas-Missouri acquired by purchase all of the outstanding capital stock of Associated, consisting of 161,255 shares of common stock of the par value of \$1 per share. Associated, a Delaware corporation licensed to do business as a foreign corporation in the State of Missouri, is engaged in the purchase, transmission, and retail distribution of natural gas in southeastern Missouri, in an area contiguous to that served with gas by Arkansas-Missouri. For the 12 months ended December 31, 1952, Associated reported gross operating revenues of \$357,824 and a net loss of \$115,388.

Mo-Ark and Ark-Mo, both of which are Arkansas corporations, are engaged in the manufacture and sale of ice. All of the outstanding voting securities of these two companies are owned by Arkansas-Missouri, which represents that their operations constitute a very small portion of the combined operations of Arkansas-Missouri and its subsidiaries, and that applicant intends to dispose of such properties as soon as a favorable opportunity is presented.

Arkansas-Missouri avers that its gas utility system is contiguous to that of Associated; that "tie-in" lines will be constructed which will interconnect the two systems and thereby provide better service pressures; and that the two groups of properties will be combined into a single gas utility system, resulting in a more efficient and economical operation.

Arkansas-Missouri states that it intends to remain a holding company only for such length of time as is necessary to effect a statutory merger of Associated into itself, thereby ceasing to be a holding company, and that it is unable to effect an immediate merger because of the existence of certain corporate problems which must be resolved before such a merger can be consummated.

Arkansas-Missouri requests that it be granted a temporary exemption for a period of one year, within which to effect the proposed merger, without prejudice to its right to request an extension

of such period by further order of the Commission.

In consideration of the granting of its application for exemption, Arkansas-Missouri has stipulated that it will accept the following conditions, if imposed, as a part of any order of the Commission granting such exemption:

1. That Arkansas-Missouri will merge Associated into itself within a period of one year, unless extended by further order of the Commission, following the granting of such exemption;

2. That during the existence of any such exemption granted to it, Arkansas-Missouri will give the Commission 20 days advance notice of any transaction which, except for any such exemption granted to it, would require the filing of an application or declaration pursuant to the requirements of sections 6, 9, 11, 12, or 13 of the act and Arkansas-Missouri will, if the Commission deems such action necessary and appropriate in the public interest and in the interest of investors and consumers, modify any such proposed transaction in accordance with the views of the Commission; or that Arkansas-Missouri will register as a holding company pursuant to section 5 (a) of the act; and

3. That any proposed transaction, notice of which has been given to the Commission as aforesaid, will be consummated within 60 days of the date of such notice, or within such longer period as may be approved by the Commission; and, within 10 days following consummation of such transaction, Arkansas-Missouri will certify to the Commission that such transaction was carried out in accordance with the representations made in said notice, as filed or modified.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 53-7416; Filed, Aug. 21, 1953;
8:46 a. m.]

[File No. 70-3121]

WORCESTER GAS LIGHT CO. AND CAMBRIDGE
GAS LIGHT CO.

NOTICE OF FILING REGARDING SALE OF BONDS
AT COMPETITIVE BIDDING

AUGUST 18, 1953.

Notice is hereby given that a joint application-declaration has been filed with this Commission, pursuant to the Public Utility Holding Company Act of 1935 ("the act") by Worcester Gas Light Company ("Worcester") and Cambridge Gas Light Company ("Cambridge") public-utility subsidiary companies of New England Gas and Electric Association, a registered holding company. The applicants-declarants designate sections 6 (b) and 12 of the act and Rules U-23, U-42 (b) (2), U-43 and U-50 promulgated thereunder as applicable to the proposed transactions which are summarized as follows:

Worcester proposes to issue and sell, pursuant to the competitive bidding requirements of Rule U-50, \$3,000,000 principal amount of First Mortgage Sinking Fund -- percent Bonds, Series B, due

1973. It is proposed to issue said bonds under Worcester's present indenture, dated as of February 1, 1949, between Worcester and State Street Trust Company, Trustee, as supplemented by a supplemental indenture to be dated as of September 1, 1953. The interest rate on the bonds and the price to Worcester will be determined by competitive bidding and supplied by amendment.

Worcester proposes to use the proceeds from the sale of the bonds to retire \$1,394,000 of unsecured 3½ percent notes held by Cambridge and \$500,000 of 3½ percent notes payable to a bank (such indebtedness was incurred originally for construction purposes) and to reimburse its Plant Replacement Fund for amounts borrowed therefrom for construction purposes. Cambridge proposes to use \$700,000 of the \$1,394,000 it will receive to retire outstanding unsecured notes payable to banks and the balance of \$694,000 will be held to apply to future construction costs.

The application-declaration states that the issuance and sale of the new bonds have been expressly authorized by the Department of Public Utilities of the Commonwealth of Massachusetts. In the opinion of counsel for Worcester and Cambridge no other State commission and no Federal commission, other than this Commission, has jurisdiction over the proposed transactions.

It is requested that the Commission's order herein become effective upon issuance thereof.

Notice is further given that any interested person may, not later than September 14, 1953, at 5:30 p. m., e. d. s. t., request the Commission in writing that a hearing be held on such matter, stating the nature of his interest, the reason or reasons for such request and the issues, if any of fact or law proposed to be controverted, or he may request that he be notified if the Commission should order a hearing thereon. Any such request should be addressed: Secretary, Securities and Exchange Commission, 425 Second Street NW., Washington 25, D. C. At any time after said date, the joint application-declaration, as filed or as amended, may be granted or permitted to become effective as provided in Rule U-23 of the rules and regulations promulgated under the act, or the Commission may exempt such transactions as provided in Rules U-20 and U-100 thereof.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 53-7418; Filed, Aug. 21, 1953;
8:47 a. m.]

[File No. 70-3126]

LOUISIANA POWER & LIGHT COMPANY

NOTICE OF FILING REGARDING ISSUANCE AND
SALE OF BONDS AND ISSUANCE AND SALE
TO BANKS OF NOTES IN MAXIMUM AGGREGATE
AMOUNT TO CREDIT AGREEMENT

AUGUST 18, 1953.

Notice is hereby given that Louisiana Power & Light Company ("Louisiana")

a utility subsidiary of Middle South Utilities, Inc., a registered holding company, has filed a declaration pursuant to the Public Utility Holding Company Act of 1935 ("act") and has designated sections 6 (a) 7, and 12 (c) of the act and Rule U-50 thereunder as applicable to the proposed transactions which are summarized as follows:

Pursuant to authorization of this Commission dated November 23, 1951, Louisiana entered into a Credit Agreement with certain banks permitting the borrowing of up to \$13,000,000 to be due in two years with an option to Louisiana, subject to Commission approval, to renew the Credit Agreement, or notes issued thereunder, for an additional three years. Louisiana has issued notes aggregating \$11,342,500 under said Credit Agreement which are payable on or before February 15, 1954. Louisiana proposes to issue and sell \$12,000,000 principal amount of its First Mortgage Bonds, -- Percent Series due 1933, the proceeds of which will be used for construction and for the payment of the notes issued under the Credit Agreement. The coupon rate of the Bonds (which shall be a multiple of ¼ of 1 percent) and the price (exclusive of accrued interest) to be paid to Louisiana for the Bonds (which shall be not less than the principal amount thereof and not more than 102¾ percent of such principal amount) are to be fixed by competitive bidding in accordance with Rule U-50.

Louisiana also proposes, in order to meet contemplated construction expenditures, to renew said Credit Agreement for an additional three year period. Notes issued to evidence borrowing thereunder (not more than \$13,000,000 in principal amount to be outstanding at any one time) will be payable on or before February 15, 1957, and shall bear interest at a rate which shall be ¼ of 1 percent above the prime commercial rate for unsecured loans prevailing from time to time of The Chase National Bank of the City of New York, one of the lending banks, but shall not exceed 3¼ percent or be less than 2½ percent. Louisiana will also pay a commitment fee of ¼ of 1 percent per annum on the average daily unused amount of the loan commitment under the Credit Agreement.

The filing further states that no state or Federal regulatory body other than this Commission, has jurisdiction over any of the proposed transactions. It requests that the Commission's order become effective upon issuance.

Notice is further given that any interested person may, not later than September 2, 1953, at 5:30 p. m., e. d. t., request the Commission in writing that a hearing be held on such matter, stating the reasons for such request, the nature of his interest and the issues of fact or law raised by said declaration which he desires to controvert, or may request that he be notified if the Commission should order a hearing thereon. Any such request should be addressed: Secretary, Securities and Exchange Commission, 425 Second Street NW., Washington 25, D. C. At any time after said date, said declaration, as filed or as amended, may be granted and permitted to become effective as provided in Rule U-23 of the

rules and regulations promulgated under the act, or the Commission may except such transactions as provided in Rules U-20 (a) and U-100 thereof. All interested persons are referred to said declaration which is on file in the offices of this Commission for a statement of the transactions therein proposed.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 53-7417; Filed, Aug. 21, 1953;
8:47 a. m.]

INTERSTATE COMMERCE COMMISSION

[4th Sec. Application 28378]

LIQUEFIED PETROLEUM GAS FROM TUSCOLA,
ILL., TO SOUTHERN TERRITORY

APPLICATION FOR RELIEF

AUGUST 19, 1953.

The Commission is in receipt of the above-entitled and numbered application for relief from the long-and-short-haul provision of section 4 (1) of the Interstate Commerce Act.

Filed by: R. G. Raasch, Agent, for carriers parties to schedule listed below.

Commodities involved: Liquefied petroleum gas, in tank-car loads.

From: Tuscola, Ill.

To: Points in southern territory.

Grounds for relief: Competition with rail carriers, circuitous routes, to maintain grouping.

Schedules filed containing proposed rates: R. G. Raasch, Agent, tariff I. C. C. No. 726, supp. 13.

Any interested person desiring the Commission to hold a hearing upon such application shall request the Commission in writing so to do within 15 days from the date of this notice. As provided by the general rules of practice of the Commission, Rule 73, persons other than applicants should fairly disclose their interest, and the position they intend to take at the hearing with respect to the application. Otherwise the Commission, in its discretion, may proceed to investigate and determine the matters involved in such application without further or formal hearing. If because of an emergency a grant of temporary relief is found to be necessary before the expiration of the 15-day period, a hearing, upon a request filed within that period, may be held subsequently.

By the Commission.

[SEAL] GEORGE W. LAIRD,
Acting Secretary.

[F. R. Doc. 53-7424; Filed, Aug. 21, 1953;
8:49 a. m.]

[4th Sec. Application 28379]

REFRATORIES AND CLAY OR SHALE IN
OFFICIAL TERRITORY

APPLICATION FOR RELIEF

AUGUST 19, 1953.

The Commission is in receipt of the above-entitled and numbered applica-

tion for relief from the long-and-short-haul provision of section 4 (1) of the Interstate Commerce Act.

Filed by: L. C. Schuldt, Agent, for carriers parties to schedules listed in appendix A of the application.

Commodities involved: Refractories and articles taking same rates, also clay or shale, common or fire, crude or ground, carloads.

Territory: Between points in official territory including Illinois territory and extended zone C in Wisconsin, and from points in Missouri to points in official territory.

Grounds for relief: Competition with rail carriers, circuitous routes, to apply rates constructed on the basis of the short-line distance formula.

Schedules filed containing proposed rates: The Chesapeake and Ohio Railway Company tariffs I. C. C. Nos. 13295 and 13302, supplements 7 and 4 respectively, and other schedules listed in appendix A of the application.

Any interested person desiring the Commission to hold a hearing upon such application shall request the Commission in writing so to do within 15 days from the date of this notice. As provided by the general rules of practice of the Commission, Rule 73, persons other than applicants should fairly disclose their interest, and the position they intend to take at the hearing with respect to the application. Otherwise the Commission, in its discretion, may proceed to investigate and determine the matters involved in such application without further or formal hearing. If because of an emergency a grant of temporary relief is found to be necessary before the expiration of the 15-day period, a hearing, upon a request filed within that period, may be held subsequently.

By the Commission.

[SEAL] GEORGE W. LAIRD,
Acting Secretary.

[F. R. Doc. 53-7425; Filed, Aug. 21, 1953;
8:49 a. m.]

[4th Sec. Application 28380]

SPENT SULPHURIC ACID FROM BALDWIN,
ARK., TO NORTH CHATTANOOGA, TENN.

APPLICATION FOR RELIEF

AUGUST 19, 1953.

The Commission is in receipt of the above-entitled and numbered application for relief from the long-and-short-haul provision of section 4 (1) of the Interstate Commerce Act.

Filed by: F. C. Kratzmeir, Agent, for carriers parties to schedule listed below.

Commodities involved: Spent sulphuric acid, in tank-car loads.

From: Baldwin, Ark.

To: North Chattanooga, Tenn.

Grounds for relief: Competition with rail carriers, circuitous routes, additional routes.

Schedules filed containing proposed rates: F. C. Kratzmeir, Agent, tariff I. C. C. No. 3908, supp. 152.

Any interested person desiring the Commission to hold a hearing upon such

application shall request the Commission in writing so to do within 15 days from the date of this notice. As provided by the general rules of practice of the Commission, Rule 73, persons other than applicants should fairly disclose their interest, and the position they intend to take at the hearing with respect to the application. Otherwise the Commission, in its discretion, may proceed to investigate and determine the matters involved in such application without further or formal hearing. If because of an emergency a grant of temporary relief is found to be necessary before the expiration of the 15-day period, a hearing, upon a request filed within that period, may be held subsequently.

By the Commission.

[SEAL] GEORGE W. LAIRD,
Acting Secretary.

[F. R. Doc. 53-7426; Filed, Aug. 21, 1953;
8:50 a. m.]

[4th Sec. Application 28381]

PAPER ARTICLES FROM SOUTHWESTERN
TERRITORY TO DUBUQUE, IOWA

APPLICATION FOR RELIEF

AUGUST 19, 1953.

The Commission is in receipt of the above-entitled and numbered application for relief from the long-and-short-haul provision of section 4 (1) of the Interstate Commerce Act.

Filed by: F. C. Kratzmeir, Agent, for carriers parties to schedule listed below.

Commodities involved: Paper and related articles, carloads.

From: Points in southwestern territory.

To: Dubuque, Iowa.

Grounds for relief: Competition with rail carriers, circuitous routes, additional routes.

Schedules filed containing proposed rates: F. C. Kratzmeir, Agent, tariff I. C. C. No. 4038, supp. 10.

Any interested person desiring the Commission to hold a hearing upon such application shall request the Commission in writing so to do within 15 days from the date of this notice. As provided by the general rules of practice of the Commission, Rule 73, persons other than applicants should fairly disclose their interest, and the position they intend to take at the hearing with respect to the application. Otherwise the Commission, in its discretion, may proceed to investigate and determine the matters involved in such application without further or formal hearing. If because of an emergency a grant of temporary relief is found to be necessary before the expiration of the 15-day period, a hearing, upon a request filed within that period, may be held subsequently.

By the Commission.

[SEAL] GEORGE W. LAIRD,
Acting Secretary.

[F. R. Doc. 53-7427; Filed, Aug. 21, 1953;
8:50 a. m.]

